



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made by and between the City of Lee’s Summit, a Missouri municipal corporation (“**City**”) with principal place of business at 220 S.E. Green Street, Lee’s Summit, Missouri 64063-2706, and **Constant Technologies, Inc.**, a New Jersey corporation with a principal place of business at 125 Steamboat Ave., North Kingstown, Rhode Island 02852 (“**Supplier**”). This Agreement shall become effective upon the date that this Agreement has been signed by both Parties (the “**Effective Date**”). City and Supplier each may be referred to as a “**Party**” and collectively may be referred to as the “**Parties**.”

ARTICLE 1 - DEFINITIONS

- 1.1. As used in this Agreement and in addition to any other terms defined herein, the capitalized terms used herein will have the meanings set forth in **Attachment A (Definitions)** of this Agreement, which is incorporated herein by reference.

ARTICLE 2 - SERVICES

- 2.1. **Statements of Work**. This Agreement establishes the terms and conditions pursuant to which Supplier will perform Services on behalf of City as set forth in Statements of Work (each, an “**SOW**”) and applicable attachments. Except as set forth in an SOW, Supplier is responsible for performing due diligence, including for any costs incurred by Supplier in performing due diligence, to scope and price each SOW.
- 2.2. **SOW Terms**. With respect to each such SOW: (i) all terms of this Agreement will apply with respect to such SOW, except to the extent certain provisions are expressly excluded in such SOW; (ii) the provisions of an SOW will only apply with respect to that SOW only, and will not apply to any other SOW unless an applicable provision expressly states otherwise; and (iii) references in this Agreement to Services will be deemed to refer to the Services set forth in such SOW.
- 2.3. **Conflict Resolution**. To the extent any of the terms and conditions in the SOW conflict with the terms and conditions of this Agreement, the provisions of the SOW will govern with respect to that SOW, but only if the SOW contains an express declaration of the intent to supersede the provision in this Agreement. Otherwise, to the extent there are any conflicts, the provisions of this Agreement will govern.

ARTICLE 3 - SUPPLIER PERSONNEL

- 3.1. **Policies and Training Required of Supplier Personnel**. The City reserves the right to remove any Supplier Personnel physically located at City’s facilities who engage in any type of workplace misconduct.
- 3.2. **Background Checks**. Supplier will perform a background check on all Supplier Personnel (including Subcontractor personnel), both on-site and off-site, that provide Services, or that otherwise get access to City’s facilities, systems, or data. Background checks will be performed upon assignment of such personnel to perform Services under this Agreement. Any personnel that have a background check that reveals a Disqualifying Offense must be disqualified by Supplier from performing services for City. “Disqualifying Offense” means (i) significant criminal history or drug use; (ii) computer related information and technology crimes; (iii) fraudulent practices, false pretenses and frauds, and credit card crimes; (iv) forgery and counterfeiting; (v) violations involving checks and drafts; (vi) misuse



of medical or personnel records; (vii) felony theft; or (viii) similar crimes of dishonesty. Supplier will provide City with confirmation that the required background checks have been completed at any time upon request.

- 3.3 Location of Supplier Personnel. Supplier will perform Services at the agreed upon locations as set forth within the applicable SOW. Supplier Personnel are not permitted to work remotely unless identified as a location in the SOW. If Supplier Personnel are permitted to work remotely, Supplier will comply with the remote personnel requirements set forth in an SOW.
- 3.4 Offshore Personnel. Supplier will not directly or indirectly contract with any person or entity that undertakes any functions, activities, or services related to this Agreement, including, without limitation, access to or storage of City data, outside of the United States of America, without the prior written consent of City which may be in the form of an SOW. If Supplier desires to utilize personnel not located in the United States to perform the Services, then in order to request City approval to utilize such personnel and prior to such services being rendered, Supplier will notify City of the following in writing: (i) which Services will be performed by personnel not located in the United States; (ii) where such personnel will be located during the performance of such Services; (iii) the names (and all other contact and identification information reasonably requested by City) of all personnel performing such Services; (iv) which measures will be taken by Supplier to ensure that the rights conveyed to City under this Agreement will be valid and legally enforceable in the jurisdiction in which such Services are performed; and (v) how Supplier will monitor the performance and security of any such Services. City may approve or deny Supplier's request in its sole discretion. Further, City will have the right to revoke the approval in a manner and in a timeframe deemed appropriate by City in its sole discretion. Notwithstanding anything contained in this Section to the contrary, the location of the performance of any Services will in no way limit or otherwise reduce the rights conveyed by Supplier to City under this Agreement, and Supplier will take any and all actions necessary to secure, protect and enforce such rights in the foreign jurisdiction.
- 3.5 Personnel Selection. Supplier will conduct an evaluation to determine whether the Supplier Personnel are qualified to perform the Services. Upon City's request, Supplier will provide City with evidence of the qualifications of any Supplier Personnel assigned to perform any Services.
- 3.6 Replacement Personnel. City will have the right to reasonably and in good faith request the removal of any Supplier Personnel from performing Services for City, and Supplier will take into consideration such good faith request and conduct its own assessment in making the decision to remove such Supplier Personnel from assignment of Services to City. Supplier Personnel who do not meet background check requirements, will not be permitted to provide Services. Further, City will also have the right, in good faith, to request removal of Supplier Personnel.
- 3.7 Subcontracting. Supplier must secure City's written approval prior to subcontracting the performance of any of its obligations under any SOW. Identification of a Subcontractor and the applicable Services in an SOW will constitute City approval.
- 3.7.1. If City approves such subcontracting, the Supplier will remain liable and responsible for the performance of such Subcontractor and will cause any Subcontractor to comply with all requirements set forth in this Agreement. Supplier will monitor the performance of each Subcontractor for quality and compliance with this Agreement. Upon request, Supplier will provide City with evidence, in form and substance satisfactory to City, concerning the rendering of such Services.



- 3.8 Personnel Taxes. Supplier will be responsible for its compliance with applicable federal and state laws and specifically assumes exclusive responsibility for payment of all taxes or contributions that, under such laws, may be payable based on the employment of such party's employees including, by way of illustration but not limitation, social security taxes, unemployment compensation taxes, worker's compensation assessments, and any other employee-related taxes or assessments. Supplier acknowledges that none of Supplier's employees or contractors is entitled to participate in any of City's benefit plans under any circumstances.
- 3.9 Equal Opportunity Clause. Supplier and all Subcontractors will abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), as applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that Supplier and Subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

ARTICLE 4 - SUPPLIER OBLIGATIONS

- 4.1. Compliance with Laws and Directives. Supplier agrees to perform all Services in a manner consistent with, and in compliance with, all applicable federal, state and local laws, regulations ordinances and orders, including all applicable privacy laws ("**Applicable Law**"). Supplier will comply with and be responsible for the costs and expenses of compliance with: (i) all Applicable Laws; (ii) any government approvals required for Supplier to provide the Services; and (iii) City's compliance directives and business processes applicable to the Services. Supplier will comply with applicable state and federal privacy laws for any personally identifiable information it receives in the course of doing business with City. If the Supplier or any Services or Deliverables are not compliant, Supplier, and not City, will be financially responsible for such non-compliance and remediation, including any fines or penalties assessed against City. To the extent that any provision of this Agreement conflicts with provisions of Applicable Law, or federal program participation, such Applicable Laws or conditions of federal program participation will govern.
- 4.2. Disclosures and Information. Supplier will notify City in writing within seventy-two (72) hours following the occurrence of any event that would impact the Supplier's or any Subcontractor's (including officers, directors, or employees performing Services) ability to carry out its duties and obligations or otherwise perform under this Agreement. These events may include, but not be limited to, non-compliance with or violations of laws, loss or revocation of licenses or accreditations, government sanctions or other corrective action, or any other event that causes a material change in the Supplier's ability to perform under this Agreement. Further, Supplier will notify City of any governmental approvals needed in order for City to receive the Services.
- 4.3. Obtaining Substitute Performance. Without prejudice to any of City's other rights and remedies under the Agreement or at law, City has the right, in its sole discretion, to provide the Services (or part thereof) itself or through one or more third parties where: (i) a breach by Supplier of any of its obligations under the Agreement, including failure to meet service levels or performance standards, has occurred which has created or is likely to result in a material interruption or disruption in the provision of the Services and such underlying event or occurrence that caused the interruption or disruption in the provision of the Services has not been cured by Supplier after thirty (30) days of receipt of notice of such failure; (ii) a Regulatory Authority advises City in writing that the exercise of City's step-in rights is necessary; or (iii) City has reasonable suspicion that acts of fraud are being



committed in relation to any or all of the Services. If City exercises its Step-In Rights, City will not be obliged to pay or make any payments to Supplier for Services that City is providing under this Section.

- 4.4. Cooperation. Supplier agrees that it will reasonably cooperate with other City suppliers, as applicable, during the Term of this Agreement, including suppliers whose services overlap or complement Supplier's Services. Cooperation may include sending City information or data to a third party on City's behalf as designated by City. Notwithstanding the foregoing, Supplier is not obligated to disclose Supplier intellectual property or other confidential information to such suppliers.
- 4.5. Consents. Supplier shall promptly obtain and maintain all consents required for Supplier to provide the Services, including third party licenses, permissions, authorizations, and approvals. A copy of such consents will be maintained by the Supplier for the term of the SOW plus two (2) years or for the record retention period set forth in the applicable SOW.
- 4.6. Excluded Entity. As of the Effective Date, neither Supplier nor any of its owners, principals, agents, or employees performing the Services are excluded, debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in any federal procurement program. Supplier will promptly notify City if Supplier or any of its owners, principals, agents, or employees performing the Services are excluded, debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in any federal procurement program.
- 4.7. Records. To the extent Supplier generates books, records, and other data on behalf of City, Supplier will archive and make back-up electronic records of all such books, records, data and other information (the "Records") and will maintain the Records in accordance with the record retention period set forth in the applicable SOW or another attachment to this Agreement. If the applicable SOW or an attachment does not specify a document retention period, Supplier will maintain the Records during the term of the applicable SOW plus seven (7) years. Supplier will store the Records at the location specified in the applicable SOW. Supplier will provide requested Records to City in a commercially standard format within five (5) business days of City's request for Records. Storage, retrieval, and return of Records to City will be at Supplier's expense.

ARTICLE 5 - BILLING AND PAYMENT

- 5.1. Compensation. The Parties agree to the following for payment for Services:
- 5.1.1. City agrees to compensate Supplier for the provision of Services provided under this Agreement. Such compensation is set out in Attachment E the Proposals and Equipement list with Pricing
Proposal No. 16975 for \$144,457.92
Proposal No. 16970 for \$614,385.86
- 5.1.2. In the event of any overpayment, duplicate payment, or other payment of an amount in excess of that to which Supplier is entitled under this Agreement, Supplier will promptly notify City of overpayments upon learning of them. City may decide to either adjust future invoices or refund such overpayment to City. Supplier will refund City within thirty (30) days of receipt of City's request for a refund, if applicable.



- 5.2. Invoices. Supplier will submit to City an appropriately detailed invoice within the timeframes outlined in an SOW, or if not outlined in the SOW within ten (10) days after the end of each calendar month. Each invoice must include a purchase order (“**PO**”) number which will be provided by City. Additionally, City will notify Supplier if the PO contains multiple lines and, if so, the invoice must clearly reference which PO line the invoiced amount represents. Supplier agrees to accept payment for Services by electronic payment services, where possible. City will pay any undisputed amounts owed to Supplier within thirty (30) days of receipt of such invoice, subject to the following requirements:
- 5.2.1. Supplier will submit invoices in PDF format (or other mutually agreed upon format) by email to (ap@cityofls.net). If Supplier submits an invoice without the correct PO number or the applicable PO line item detail, City will deem such invoice to be an improper invoice, and in such cases, City reserves the right to return such invoice to Supplier. City will not consider the invoice for payment until Supplier resubmits such invoice with the correct PO number or the applicable PO line item detail.
 - 5.2.2. Supplier will invoice City for the fees in accordance with the requirements as set forth in the applicable SOW. Supplier must submit invoices in the month following the month in which such charges became due. Provided that City does not cause Supplier to delay submitting its charges, City shall not be responsible for charges submitted more than one hundred eighty (180) days following the month in which such charges were incurred, excluding overcharges and undercharges related to invoices submitted in accordance with this Agreement.
 - 5.2.3. In the event there are payment disputes against an invoice, Supplier may resubmit the invoice (which requires a new invoice number) for the undisputed portions. The remaining fees that are in dispute will require resubmission (which requires a new invoice number) after the resolution of such dispute.
 - 5.2.4. From time to time, as reasonably requested in writing of Supplier, City may request that Supplier revise the format and content of invoices for the Services then being provided. Upon receipt of such request, Supplier will revise the format and content of the invoices as reasonably requested as soon as commercially practical, but in no event later than the second billing cycle following the request change.
- 5.3. No refusal of Services. Supplier may not terminate this Agreement or any SOW, or refuse to provide Services including Termination Assistance as set forth in **Section 7.6 (Termination Assistance)**, due to City’s refusal to pay any amount due under this Agreement, which City, in good faith, disputes is due and where City has otherwise complied with **Section 12.1 (Dispute Resolution)**.
- 5.4. Service Taxes. The City is tax exempt from the foregoing taxes and tariffs including, but not limited to, sales, use, excise, gross receipt, and personal property taxes on any City personal property, whether owned or leased, or any other form of tax based on Services performed, equipment used by Supplier solely to perform Services for City, and the communication or storage of data, but does not include taxes based upon Supplier’s income or any personal or real property taxes on Supplier property, or payroll taxes for Supplier’s Personnel, agents or Subcontractors. Furthermore, City hereby notifies Supplier, and Supplier acknowledges that the City is not subject to state or local taxes in accordance with the Missouri law, section 12 CSR 10-110.955, and Supplier agrees not to charge City for such taxes or similar charges or fees. Supplier will assist City in complying with state laws that exempt certain methods of software delivery from sales tax assessment.



ARTICLE 6 - AUDITS AND RECORD KEEPING

- 6.1. **Audit Rights.** Supplier will, and will cause its Subcontractors to, comply with all investigations, inspections, evaluations, reviews, hearings and audits (hereinafter collectively “Audits”) conducted by City and its designees, and any Regulatory Entity or their designees to which City or its designees are subject, as applicable to the Services under this Agreement. Such compliance will include, without limitation, providing access to books and records, contracts, locations, third party certifications, and other records of Supplier as applicable that pertain to:
- (i) Services performed under this Agreement including, but not limited to, certifications, performance measures, quality control, service levels, personnel requirements, monitoring capabilities, measurement tools, and compliance with any business requirements set forth in an SOW;
 - (ii) Compliance with Applicable Laws;
 - (iii) Compliance with this Agreement;
 - (iv) Supplier’s financial solvency including, but not limited to, letters of credit, published financial statements, and other evidence of Supplier’s ability to provide the Services;
 - (v) Third party audits or reviews relating to business processes or security controls;
 - (vi) Physical security and conditions of applicable facilities; or
 - (vii) Data security including documentation of security controls.
- 6.2. **Audit Records and Reviews.** Audits will take place during regular business hours and upon reasonable written notice and demand. City will have access to and the right to inspect, evaluate, audit and copy all relevant information and records and to have access to relevant Supplier Personnel that can answer questions related to the Audit.
- 6.3. **Time Frame.** Supplier will comply with this **Article 6**, as applicable: (i) during the Term and for a period of seven (7) years thereafter; (ii) during the record retention period specified in an SOW or as required by law; (iii) as required by a Regulatory Entity or in accordance with Applicable Laws; or (iv) when any records are then under review by City, any Regulatory Entity, or their designee, in which case access will be provided for the time period such entity deems appropriate.
- 6.4. **Audit Completion.** Upon finalization of an Audit, City may propose corrective action and will provide written requirements of what results must be addressed to correct any deficiencies. City will periodically monitor Supplier after an audit that requires corrective action, and in such cases will periodically conduct impromptu audits. Supplier acknowledges that City, or any Regulatory Entity, will have the right to additional Audits, even such items that were previously subject to an Audit or may conduct such Audits for regulatory and verification purposes for compliance with Applicable Laws and requirements. In addition, Supplier understands that any closed audit periods are always subject to reopen pursuant to: (i) an investigation by any Regulatory Entity; (ii) a self-insured group request for an audit; (iii) fraud or an investigation of such; (iv) a lawsuit; or (v) criminal investigation which necessitates reopening of such audit. Further, Supplier will reimburse City for all reasonable costs incurred during any re-inspection.



- 6.5. Audit Costs. Each Party will be responsible for their own reasonable expenses incurred in connection with an Audit. To the extent feasible, Supplier will deliver records required for the audit electronically, and by a secure method of transmission, except where an original or paper copy is required by any Regulatory Entity. Specifically, but without limiting, the foregoing: (i) Supplier is responsible for all costs related to third party auditors that Supplier engages; (ii) Supplier will be responsible for all reasonable costs related to the delivery and provision of records and Supplier Personnel to interface with City designated auditor(s), as well as review and respond to audit findings; and (ii) City will be responsible for costs incurred by City and City designated auditors. Notwithstanding the foregoing, if a financial Audit reveals that City was overcharged by ten percent (10%) or more, then Supplier will pay all reasonable costs of the Audit.

ARTICLE 7 - TERM AND TERMINATION

- 7.1. Effective Date. This Agreement will become effective as of the Effective Date. The Term for any Services will be set forth in the applicable SOW. The SOW will expire at the end of the Term if not otherwise terminated by a Party.
- 7.2. Termination With Cause by City. City may terminate this Agreement or the applicable SOW for cause for any material breach if such breach is not cured within ten (10) days of notice of such breach by City to Supplier. Further, even if the breach is not otherwise considered material, City may terminate this Agreement or the applicable SOW for cause, with a “cure” period as permitted by the City, upon the occurrence of any of the following:
- 7.2.1. Supplier is subject to material disciplinary action by any Regulatory Entity with jurisdiction over Supplier;
 - 7.2.2. Supplier fails to provide the personnel or infrastructure (technology, processes, and management oversight) in order to provide the Services within the time specified in this Agreement or within an SOW;
 - 7.2.3. Except as otherwise set forth in an SOW, Supplier’s failure to comply with the business requirements or meet the milestones, service levels, or performance standards set forth in any applicable SOW;
 - 7.2.4. Supplier’s breach of Attachment C (Technology Terms and Conditions)
 - 7.2.5. A pattern of practice or activity by Supplier that constitutes, in City’s reasonable judgment, abuse of the right to cure provided in this Section;
 - 7.2.6. Any finding of fraud, or conviction of a felony involving the Supplier;
 - 7.2.7. Supplier’s failure to comply with the audit, and audit-related provisions and obligations set forth in Article 6 (Audit).
- 7.3. Termination for Other Reasons. Unless otherwise set forth in an SOW, City may terminate this Agreement, any SOW, or any Services by delivering to Supplier written notice thirty (30) days in advance of such termination.



Further, City may terminate this Agreement, upon written notice, unless a “cure” period is permitted by the City, upon the occurrence of any of the following:

- 7.3.1. Changes in laws or new laws require the deletion of any provision of this Agreement that, if deleted, would destroy the underlying purpose of this Agreement or have a material adverse impact on Supplier's ability to perform the Services or City's ability to use the Services;
- 7.3.2. City's continuation as a party bound to this Agreement would cause the City to be in conflict with an Applicable Law or order or action by a Regulatory Entity and the conflict, if not resolved, could have a material adverse effect on City;
- 7.3.3. Termination is recommended or required by a Regulatory Entity;
- 7.3.4. Supplier's: (i) institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against Supplier under any section or chapter of the Bankruptcy Code, as amended, or under any similar laws or statutes of the United States (or any state thereof) or under any Applicable Law in any jurisdiction in which Supplier or a Supplier Service Location is located, if such proceedings have not been dismissed or discharged within thirty (30) days after they are instituted; (ii) insolvency or making of an assignment for the benefit of creditors or the admittance by Supplier of any involuntary debts as they mature; the institution of any reorganization arrangement or other readjustment of debt plan of Supplier not involving the Bankruptcy Code; (iii) initiation of any corporate action taken by the Board of Directors of Supplier in furtherance of any of the above actions; or (iv) assignment by Supplier of all or substantially all of its assets for the benefit of creditors, or Supplier's Board of Directors takes any corporate action in furtherance of the above action; or
- 7.3.5. City has the right to terminate this Agreement, any SOW, or any Services, in any case in whole or part, in the event of a change in control of Supplier.

7.4. Termination by Supplier. Supplier may terminate this Agreement or an applicable SOW: (i) upon thirty (30) days' written notice with a right to cure for City's material breach of this Agreement; or (ii) upon ninety (90) days' written notice with a right to cure for City's undisputed late payments.

7.5. Effect of Termination. Termination of this Agreement will not affect any rights or obligations hereunder, that have previously accrued, that will thereafter arise with respect to any occurrence prior to termination, including all confidentiality obligations, or as required by **Section 12.16 (Survival)**. Further, Supplier will refund to City any sums paid to Supplier hereunder in anticipation of Services not yet performed and City will pay Supplier for all actual fees owed for services rendered through the date of termination and any termination fee expressly set forth in the applicable SOW.

7.6. Termination Assistance. The following terms will apply to Services provided after notice of termination of this Agreement or any one or more SOWs, as applicable:

- 7.6.1. Termination Assistance. Supplier covenants that upon notice of termination of this Agreement or any one or more SOWs, by either Party at any time, regardless of reason, Supplier will provide assistance as reasonably requested by City to minimize the disruption to City's business in the transition of performing



the Services and Supplier specifically agrees to aid with transition of Services by Supplier back to City or a City designated third party (collectively referred to as "**Termination Assistance**").

- 7.6.2. Termination Assistance Period. The Termination Assistance fees shall be set forth in the applicable SOW. If Termination Assistance fees are not set forth in the applicable SOW, the Termination Assistance will be provided at a rate for comparable Services as set forth in the applicable SOW. Termination Assistance will be provided for the period requested by City, even if it extends beyond the term of the applicable SOW. If Termination Assistance is requested by City for more than six (6) months, the Parties will mutually agree to a time period for Termination Assistance services.

ARTICLE 8 - CONFIDENTIALITY

8.1 Confidential Information. The parties acknowledge that the City is a governmental body subject to state and federal public records laws, including the Missouri Section 610 RSMo Sunshine Law and Freedom of Information laws. Supplier agrees that it understands the City's obligation to disclose information publicly and will not prevent such disclosure. Confidential Information shall be limited to any information exchanged between the parties that is exempt from disclosure under applicable public records laws, including but not limited to proprietary business information, trade secrets, financial records, or personally identifiable information.

ARTICLE 9 - INTELLECTUAL PROPERTY

9.1 Third Party Intellectual Property. To the extent that any third party holds Intellectual Property rights in any software, licenses, information, documents or materials Supplier provides to City, unless an SOW specifies otherwise, Supplier will have obtained the right to use, and to authorize City to use, such Intellectual Property both during and upon expiration or termination of the Term. If any third party Intellectual Property requires a separate license between City and such third party, or if there are additional license terms that impose obligations on City, Supplier will notify City and provide City with the third party license requirements or agreement, as applicable.

9.2 General Rights.

9.2.1 Adaptation. City has the right to adapt Documentation for City's internal use for purposes including, but not limited to, making notes, training materials, and desktop references.

9.2.2 Cooperation on Enforcement of Intellectual Property Rights. Each Party agrees to reasonably cooperate with and reasonably assist the other Party in connection with the investigation or pursuit of violations of Intellectual Property rights.

9.2.3 Independent Development. Subject to **Section 8** (Confidentiality) and this **Section 9**, nothing in this Agreement will preclude either party from independently developing for itself, or for others, materials that are competitive with the Services, irrespective of their similarity to the Services.

9.2.4 City Feedback. All feedback provided by City to Supplier regarding Supplier Intellectual Property is provided "as is" and Supplier covenants not to assert any claims against City, and City assumes no liability, for any feedback or information provided to Supplier for enhancements or modifications to Supplier Intellectual Property.



ARTICLE 10 - REPRESENTATIONS AND WARRANTIES

- 10.1. Services Warranty. Supplier represents and warrants that: (i) all Services will be performed by or on behalf of City in a timely, professional, and workmanlike manner in accordance with applicable industry standards and practices; (ii) all Services will be performed in accordance with Applicable Laws; (iii) all Services will be performed in accordance with the document retention and other requirements agreed to by Supplier in this Agreement or any SOW; (iv) Supplier possesses the necessary licenses, equipment, personnel and other expertise necessary to provide the Services as set forth herein; (v) Supplier Personnel rendering the Services will have the appropriate technical skills, training, experience, and expertise to enable Supplier to perform its responsibilities hereunder; and (vi) that any Subcontractor that provides Services will meet all requirements set forth in this Agreement and applicable SOWs. If City notifies Supplier in writing of a breach of any of the foregoing warranties, Supplier will re-perform any Services to cause them to materially conform to the foregoing warranties at no additional cost to City within thirty (30) days of the date of such notice.
- 10.2. Inducements. Supplier represents and warrants that it has not given and will not give commissions, payments, kickbacks, lavish or extensive entertainment, or other inducements to any personnel, representatives, or agents of the other party in connection with the Agreement.
- 10.3. Power and Authority. Supplier represents and warrants that: (i) it is duly organized, validly existing and in good standing; (ii) it has full power and authority to execute, deliver and perform this Agreement; and (iii) this Agreement, once validly executed by both parties, is a valid and binding obligation of such parties in accordance with its terms.
- 10.4. Violation of Law. Supplier represents and warrants that the performance of its obligations under this Agreement will not violate any Applicable Laws.

ARTICLE 11 - INDEMNIFICATION AND LIABILITY

- 11.1. Supplier General Indemnifications. Supplier will indemnify and hold harmless City and any officer, director, employee, agent or representative of City (the “**City Indemnified Parties**”) from and against any claim, action, cause of action, fines, penalties, liability, damage, cost or expense, including reasonable attorneys’ fees and court or proceeding costs (including costs and fees related to enforcement of indemnification obligations) (“**Claim**”), arising out of or in connection with the following:
- 11.1.1. Third party claims for any actual or alleged bodily injury or death, damage to tangible personal or real property;
 - 11.1.2. Third party claims for any negligence, misconduct, or violations of law to the extent arising out of acts or omissions of Supplier, or any person or entity acting on Supplier’s behalf, during the course of the performance of Services hereunder;
 - 11.1.3. Supplier’s breach or violation of or inaccuracy in any obligations, representations, warranties or covenants, or other material breach of this Agreement made by Supplier;
 - 11.1.4. Supplier’s breach of any third party agreement or license Supplier uses to perform Services;



11.1.5. Supplier's breach of or failure to perform or comply with any of Supplier's obligations under **Article 8 (Confidential Information)**; or

11.1.6. From any actual or threatened legal or administrative action, claim, liability, penalty, fine, assessment, lawsuit, litigation, or other loss, expense, or damage, including, without limitation, attorneys' fees and costs that City's Indemnified Persons may incur arising out of or relating, directly or indirectly, to: (i) the unauthorized use or disclosure of Personally Identifiable Information.

11.2. **Supplier Infringement Indemnification.** Supplier will indemnify and hold harmless the City from and against, any Claim arising out of or in connection with any and all actual, threatened or alleged Claims that the Services or any materials, software, or services used by Supplier to provide the Services infringe, misappropriate, or violate any third party Intellectual Property right.

11.2.1. If City's right to use, receive or enjoy the Services is enjoined or appears likely to be enjoined, or any portions thereof are held, or in either party's reasonable judgment are likely to be held, in any suit to infringe, misappropriate or violate a third party's Intellectual Property rights, Supplier will give immediate notice and the Supplier may within a reasonable time, not to exceed sixty (60) days from the time it becomes aware of the infringement, at its option and sole expense and in such a manner as to minimize the disturbance to City's business activities and rights under this Agreement, do one of the following:

- (i) obtain for City the right to continue receiving and using the Services free of claims of infringement, misappropriation and violation;
- (ii) modify the Services so that they no longer infringe, misappropriate or violate (provided that such modification does not degrade the performance or quality of the Services or adversely affect City's intended use as contemplated by this Agreement); or
- (iii) replace the Services with non-infringing functional equivalents acceptable to City.

Provided, however, that after any such replacement or modification, such modified Services or portion thereof must continue to substantially conform to any agreed upon specifications, and further provided that any modified or replaced Services will be subject to any Supplier warranty contained herein. If Supplier fails to procure the right to continued use of the applicable item or to replace or modify the applicable item within sixty (60) days from the time it becomes aware of the infringement, then City may terminate the applicable SOW or this Agreement or both, in its sole discretion.

11.3. **Indemnification Procedures.**

11.3.1 **Notice.** Promptly after receipt by City of a notice of any third party claim or the commencement of any action, City will notify Supplier of any such claim. Supplier, at its own expense, and with the consent of the City shall provide counsel acceptable to the City Attorney and the parties shall then negotiate a Joint Defense Agreement.



11.3.2 Right to Counsel. The City shall have the right to employ its own counsel in the defense of a Claim.

11.3.3 Defense and Settlement of Claims. When Supplier assumes control of the defense, including compromise or settlement of the matter, the Supplier shall institute and maintain any such defense diligently and reasonably and shall keep the City fully advised of the status of the matter. By assuming control of the defense, Supplier will be deemed to have waived all indemnities and claims against the City with respect to such matter. Any losses of the City caused by a failure of Supplier to defend, compromise or settle a claim or demand in a reasonable and expeditious manner, after Supplier has given notice that it will assume control of the defense, shall be included in the Claims for which the Supplier shall be obligated to indemnify the City. Further, Supplier shall not, without the prior written consent of the City, effect any settlement without the consent of the City. Any such settlement shall include an unconditional release of such City from all liability on any claims that are the subject matter of such action and any related future claims and may not include a statement as to or an admission of fault, culpability or failure to act or otherwise require performance by the City.

ARTICLE 11 - INSURANCE

12.1 General.

- A. **Insurer Qualifications**. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. **No Representation of Coverage Adequacy**. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.
- C. **Additional Insured**. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. **Coverage Term**. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. **Primary Insurance**. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. **Claims Made**. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. **Waiver**. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and

employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.

- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Section 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor's insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.



- (3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted. All Certificates of Insurance shall name the City of Lee's Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

- L. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.
- M. Insurance Requirements. See **Attachment B** for required insurance coverage.

ARTICLE 13 - MISCELLANEOUS

- 13.1 Dispute Resolution. Except for matters that are subject to injunctive relief, in connection with any dispute arising out of or relating to this Agreement the parties will attempt in good faith to resolve such dispute promptly by negotiation through a representative from each party. Either party will commence negotiations by delivering written notice to the other party that identifies the basis and details of such dispute. A representative from each party familiar with the circumstances surrounding the dispute will meet within ten (10) business days after receipt of such notice, or on such other date as may be mutually agreed, at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If such representatives are unable to resolve a dispute within ten (10) business days after such meeting, the dispute will be promptly submitted to City's designated officer for the applicable SOW and Supplier's appropriate executive officer, manager, or other executive entitled to act thereupon and make decisions for resolution. If the dispute is not resolved within five (5) days of submission to such persons, or if the dispute remains unresolved forty-five (45) business days after the receipt of the initial dispute notice, either party may resort to litigation.
- 13.2 Attorneys' Fees. Except as otherwise set forth herein, for any proceeding or any litigation including all appeals, relating to, arising from or out of this Agreement, including to enforce or declare its terms, each Party will be responsible for its own attorneys' fees, court costs, and other expenses and will have no right to recover such attorneys' fees, court costs and other expenses from the other Party.
- 13.3 Transfer. This Agreement and the rights, obligations and remedies hereunder (including any amounts to be paid or received hereunder) will not be transferable by Supplier, in any manner, including without limitation assignment, subcontract, or delegation, in whole or in part (including by operation of law, change in control or otherwise), without City's approval. Any assignment in contravention of this **Section 13.3 (Transfer)** will be null and void. Subject to all other provisions herein contained, this Agreement will be binding on the parties and their successors and permitted assigns.



13.4 Amendment. Except as otherwise provided in this Agreement, this Agreement or any part thereof may be amended only by mutual written consent of duly authorized representatives of the Parties. Any notification of an amendment will be communicated in writing, including by electronic transmission. Notwithstanding the provisions of **Section 13.18 (Notice)**, such notification will be deemed effective as of the date of such notification. Any change, including any addition and/or deletion, to any provision(s) of this Agreement, that is required by duly enacted law will be deemed to be part of this Agreement effective immediately without further action required to be taken by either Party to amend this Agreement to effect such change or changes, for as long as such law is in effect and applicable to the operation and enforcement of this Agreement.

13.5 Choice of Law and Venue. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the Parties hereunder, will be interpreted and enforced pursuant to and in accordance with the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules or provisions (whether in the State of Missouri or any other jurisdiction) that would cause the application of the laws of any State or local jurisdiction other than the State of Missouri. The parties hereby irrevocably consent to the exclusive jurisdiction of the Jackson County Circuit Court and waive any right to removal of any matter to any United States District Court.

13.6 Headings. The headings of sections contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

13.7 Binding Effect. This Agreement will be binding upon and inure solely to the benefit of the Parties, their successors, and their permitted assigns. Nothing in this Agreement will confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of, this Agreement.

13.8 Anti-Discrimination Against Israel Act. If this Contract has a total potential value of \$100,000 or more and Supplier has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Supplier certifies that Supplier is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.

13.9 Independent Relationship. Nothing herein will be construed as creating a partnership, employment relationship, or agency relationship between the parties or as authorizing either Party to act as agent for the other. Each Party will maintain its separate identity. It is further expressly agreed that no work, act, commission or omission of any Party (or any of its agents, servants or employees) pursuant to the terms and conditions of this Agreement will be construed to make or render such Party (or any of its agents, servants or employees) an agent, servant, representative, or employee of, or joint venture with, such other Party. Except as authorized in an SOW, neither Party nor any of its employees will hold themselves out as agents or employees of the other party in connection with this Agreement or any other matter. Except as authorized in an SOW or otherwise in writing by City, at no time will Supplier make any commitments or incur any charges or expenses in the name of City.

13.10 Trademarks, Use of Names, and Press Releases. City and Supplier each recognize that the other Party owns or has rights to use certain trademarks and trade names that identify the other Party and its products or services, and both Parties acknowledge that they have no ownership right or interest in the trademarks or trade names of the other Party and will not use the trademarks or trade names of the other Party without the other Party's prior written approval. All use of the trademarks, service marks, trade or names or logos of City will be subject to the prior written approval of City Creative Services Department or set forth in an SOW. All public announcements of the relationship of Supplier and City under this Agreement will be subject to the prior written approval of City Creative Services Department. In



the event of a conflict between any other term of this Agreement and the terms of this section, the terms of this section will control.

- 13.11 Judicial Process. Supplier will promptly notify City of any legal action or proceeding, including subpoenas, brought or initiated against Supplier which is in any way related to the Services provided by Supplier pursuant to this Agreement. In the event a legal action or proceeding, including subpoenas, is brought or initiated against either party relating to Supplier's performance of this Agreement, upon request, Supplier will promptly investigate the facts related to the allegations raised in the proceedings and timely provide City with all materials and information necessary for the preparation of the defense in such proceedings. Furthermore, Supplier will preserve all information and materials which may be for the purpose of, but not limited to, a litigation hold or discovery, including e-discovery.
- 13.12 Non-Exclusive Rights. Unless explicitly stated, this Agreement does not grant to either Party any exclusive privileges or rights to provide programs or services of any type that the other Party may require, nor does it require the purchase of or participation in such programs or services by either Party other than as expressly provided herein. Either Party may contract with other individuals for the procurement or provision of comparable programs and services.
- 13.13 Non-Waiver. No course of dealing or failure of either Party to enforce any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition. No waiver or discharge will be valid unless in writing signed by an authorized representative of the Party against whom such waiver or discharge is sought to be enforced.
- 13.14 Cumulative and Equitable Remedies. Except as otherwise provided in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either Party by law, in equity or otherwise. The Parties hereby acknowledge that damages at law may be an inadequate remedy at law in certain cases. In addition to all other remedies that may be available at law or equity, each party will have the right to seek specific performance, an injunction, or other equitable remedy in the event of a breach or threatened breach of this agreement.
- 13.15 Force Majeure.
- 13.15.1 Qualifying Event. Neither City nor Supplier will be liable for its failure to perform any obligation under this Agreement due to Force Majeure Events which include riots, war, earthquake, fire, acts of God (which do not include strikes, walkout, lockout, labor shortage, labor dispute, material shortage or any industrial dispute within such Party's own labor force, its subcontractors and their respective personnel), acts of terrorism, governmental acts, embargoes or acts in compliance with any law or government regulation. Force Majeure will not relieve Supplier of any security, business continuation, disaster recovery, or confidentiality obligations under this Agreement.
- 12.15.2 Duration and Notification. Any Party so prevented, hindered or delayed in its further performance due to a Force Majeure Event will, as quickly as practicable under the circumstances, notify the Party to whom performance is due by telephone (and confirm in writing within one (1) day of the notification) and describe at a reasonable level of detail the circumstances of the Force Majeure Event, the steps being taken to address such Force Majeure Event and the expected duration of such Force Majeure Event. If a Party's failure to



perform continues for more than forty-eight (48) hours, the other Party will have the right to terminate this Agreement immediately.

- 13.16 Survival. Any provision of this Agreement that requires or reasonably contemplates the performance or existence of obligations by either party after termination or expiration of this Agreement will survive such termination or expiration.
- 13.17 Enforceability. In the event any provision of this Agreement is rendered invalid or unenforceable by a change in regulation or law, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement will remain in full force and effect. Further, any applicable regulation or law will be deemed to prevail if, and to the extent, there is any inconsistency between such regulation or law and any of the terms or provisions of this Agreement.
- 13.18 Notice. Except as otherwise specifically provided in this Agreement or otherwise in writing by the Parties, any notice required to be given pursuant to the terms and provisions of this Agreement will be in writing, postage prepaid, and will be sent (by certified or registered mail, return receipt requested, or by Federal Express or other overnight mail delivery for which evidence of delivery is obtained by the sender), to the address or addresses set forth below unless the sender has been otherwise instructed in writing. The term “writing” or “written” will be deemed to include electronic transmission when so stated in this Agreement. Except as may be otherwise provided in this Agreement, the notice will be deemed to be effective on the date indicated on the return receipt, or, if no date is so indicated, then on the date of the notice. Delivery of notice to City without delivery of the required copy, or delivery of the required copy without delivery to City, will not constitute notice under this **Section 13.18 (Notice)**.

If to Supplier:

Supplier:
Attn: Jonathan Hammett, CFO 125 Steamboat Avenue North Kingstown, RI 02852

If to City:

City:
City of Lee's Summit, Missouri Attn: Procurement & Contract Services Manager 220 SE Green Street Lee's Summit, MO 64063-2706

A required copy will be sent to (which will not constitute notice):



City:
City of Lee's Summit, Missouri Attn: City Attorney's Office 220 SE Green Street Lee's Summit, MO 64063-2706

- 13.19 Attachments. Attachments to this Agreement are incorporated herein by this reference and set forth additional requirements applicable to this Agreement. In the event of a conflict between the terms of this Agreement and the terms of each Attachment, the terms of the Attachment will prevail.
- 13.20 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Supplier warrants and affirms to the City that (i) Supplier is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Supplier does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- 13.21 Prevailing Wages. Pursuant to RSMo. § 290.230.5, if this Agreement exceeds seventy-five thousand dollars (\$75,000.00) and involves construction of public works, Contractor shall pay all its workers the prevailing hourly rate of wages for work of a similar character in Lee's Summit. If there is a dispute whether this Agreement is subject to prevailing wages as required by RSMo. § 290.210, et. seq., the City's determination shall control.
- 13.22 Anti-Discrimination Against Israel Act. If this Agreement has a total value of \$100,000 or more and Supplier has ten (10) or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Supplier certifies that Supplier is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo.
- 13.23 Debarment. Supplier certifies that neither it nor its principals are presently debarred or suspended by any Federal Department or agency, including listing in the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement programs; or if the amount of this Agreement is equal to or in excess of \$100,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of \$100,000 is presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department, agency or provision of law.
- 13.24 Entire Agreement; Signatures Required; No Alteration After Delivery. This Agreement contains the entire Agreement between the Parties and has been delivered in final form (whether in "hard copy" or electronically) to Supplier by City for signature by Supplier. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement and not expressly set forth in this Agreement are superseded. Any Purchase Order issued by City or any proposals or quotes issued by Supplier will be for administrative purposes only and none of their terms and conditions will be of any force or effect against the Parties. This Agreement, any SOW, or other order under this Agreement will be effective and binding on the Parties only if the duly authorized signatures of the Parties are affixed to the applicable document, and not otherwise. Click-through licenses will not be binding on City.
- 13.25 Original Signature. This Agreement and any facsimile or authenticated digital or electronic signatures thereon will be construed as an original document, and will constitute the required signature to bind the Parties herein.



13.26 Counterparts. This Agreement may be executed in counterparts, any of which need not contain the signature of more than one Party, but all of which taken together will be one and the same Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year listed below.

CITY OF LEE'S SUMMIT

CONSTANT TECHNOLOGIES, INC.

By: _____

By: _____

Print Name: _____

Print Name: Thomas Rivera

Title: _____

Title: Account Manager

Date: _____

Date: _____

Attested by: _____

Print Name: _____

LIST OF ATTACHMENTS

Attachment A: Definitions

Attachment B: Insurance

Attachment C: Technology Terms and Conditions

Attachment D: Statement of Work – Real Time Crime Center (RTCC)

Attachment E: Proposals and Equipement list with Pricing

Proposal No. 16975 for \$144,457.92

Proposal No. 16970 for \$614,385.86

ATTACHMENT A DEFINITIONS

1. Applicable Laws. The term “Applicable Laws” will mean all applicable federal, state and local laws, regulations, guidelines, ordinances, and orders.
2. Data. The term “Data” will mean any and all data accessed, processed through, uploaded to, or submitted by City to the Supplier as well as any results or outputs that result from the Supplier processing or using data accessed, processed through, uploaded to, or submitted by City.
3. Deliverables. The term “Deliverables” will mean any software, reports, documents, templates, studies, strategies, operating models, procedures manual, documentation, abstracts and summaries thereof, and other work product and materials originated and prepared for City by Supplier as set forth in an SOW.
4. Intellectual Property. The term “Intellectual Property” will mean patents, copyrights, trademarks, trade secrets, privacy, moral, and any other intellectual property rights.
5. Regulatory Entity. The term “Regulatory Entity” will mean any United States federal, state or local government or agency or commission entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power, any court or tribunal (or any department, bureau or division thereof), or any arbitrator or arbitral body.
6. Services. The term “Services” will mean professional, administrative, support, consulting, development, implementation and other services performed by Supplier pursuant to an SOW under this Agreement. Services include: (i) any assistance reasonably required by City for the receipt of the Services; (ii) performance management, quality evaluation, and oversight service for the coordination and quality assurance of all of Supplier’s obligations; and (iii) any incidental services, functions, responsibilities, obligations, tasks and deliverables not specifically described in the SOW, but which are an inherent, necessary or customary part of the Services and that are required or reasonably necessary for the proper performance and provision of any of the services, functions, responsibilities, obligations, and tasks.
7. Subcontractors. The term “Subcontractors” will mean any entity Supplier utilizes to perform Services under this Agreement, in whole or in part, or that otherwise have access to City Data. All Subcontractors must be reviewed and approved by City in writing prior to providing any Services under this Agreement. “Subcontractors” does not include independent contractors who will be considered Supplier Personnel.
8. Supplier Personnel. The term “Supplier Personnel” will mean the individuals that provide Services under this Agreement including Supplier’s employees, agents, Subcontractors and any other individual Supplier involves in the performance of Services under this Agreement, in whole or in part.
9. Term. The term “Term” will mean the period of time in which the Supplier will provide Services as set forth in the applicable SOW.

ATTACHMENT B INSURANCE

Required Insurance Coverage.

- A. **Commercial General Liability.** Supplier shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. Supplier shall maintain Umbrella Liability insurance in the amount of \$10,000,000 per occurrence and in aggregate. The policy shall cover liability arising from premises, operations, independent suppliers, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.
- B. **Workers’ Compensation Insurance.** Supplier shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Supplier’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.
- C. **Cyber Liability Insurance.** If this Agreement is the subject of any services or work involving the City’s information technology structure, or if Supplier engages in any services or work in any way related to performing work involving the City’s information technology structure under this Agreement, Supplier shall maintain Cyber Liability insurance with limits not less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Supplier in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
- D. **Professional Liability.** If this Agreement is the subject of any professional services or work, or if the Supplier engages in any professional services or work in any way related to performing the work under this Agreement, the Supplier shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Supplier, or anyone employed by the Supplier, or anyone for whose negligent acts, mistakes, errors and omissions the Supplier is legally liable, with an liability insurance limit of \$3,000,000 each claim and \$3,000,000 annual aggregate.

- E. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

ATTACHMENT C TECHNOLOGY TERMS AND CONDITIONS

A. **GENERAL TERMS FOR INFORMATION TECHNOLOGY**. The following provisions shall apply to all Agreements relating to the City's information technology infrastructure.

1. Limited Access: If necessary for the fulfillment of an Agreement, the City may provide Supplier with non-exclusive, limited access to the City's information technology infrastructure.

2. Compliance with Policies: The Supplier shall comply with all City policies, standards, regulations, and restrictions governing the use of the City's information and communication technology resources.

3. Enforcement with Personnel: The Supplier shall ensure that its employees, agents, and approved Subcontractors also comply with these requirements.

4. Access Limitations: Access shall be granted only to the extent necessary to perform the Services. All Supplier Personnel must obtain prior written approval from the City before being granted access to City systems or data.

5. City Authority: The City, in its sole discretion, shall determine the level of access and any limitations.

6. Subcontractor Agreements: The Supplier shall include these requirements in agreements with its authorized Subcontractors to perform Services for the City under this Agreement.

7. Cessation of Operation or Support: If Supplier ceases to operate, ends support of, or otherwise divests its interest in the City-contracted software and materials, and does not assign its service obligations according to the terms of the Agreement, the Supplier shall provide the City a copy of its then-current source code. The City agrees it shall only use the source code to support its internal use of the software.

8. Effects upon Termination: In the event the Agreement is terminated by either Party, Supplier shall confer back to the City all of the City's Data in usable and normalized format within thirty (30) calendar days of notice of termination, unless otherwise advised in writing. There shall be no charge for the return of City data to the designated City personnel.

B. **DATA**

1. Confidentiality

All City Data and technical information, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to Supplier in connection with Agreement, are confidential, proprietary information owned by the City. Except as specifically provided in the Agreement, the Supplier shall not, without the prior written consent of the City Manager or authorized designee, (A) disclose Data generated in the performance of the Services to any third party or (B) use City Data and information outside the scope of the Agreement.

2. Data Security

Personally Identifiable Information (PII), financial account information, or restricted City information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum,

Supplier must encrypt and/or password-protect electronic files. This includes Data saved to computers, computerized devices, servers or removable storage devices. When City information, regardless of its format, is no longer required by the Supplier to execute the work contracted by the City, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed above is destroyed, the Supplier shall send a copy of such information to the City in a format specified by the City.

3. Compromised Security

In the event that Data collected or obtained by the Supplier in connection with an Agreement is believed to have been compromised, Supplier shall immediately notify the City Manager, or authorized City designee, no more than forty-eight (48) hours after discovery. Supplier shall be responsible for initial investigation costs and advise how the breach happened, the data compromised, the actions taken, and the plan to prevent future incidents. Supplier agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this Data and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

C. TECHNOLOGY PROFESSIONAL SERVICES

1. Services

Supplier will provide Professional Services in accordance with the terms in the Agreement and an SOW. If City requests Professional Services in addition to, or otherwise changes occur to the scope or pricing from those stated in the executed SOW, the City and Supplier shall execute an Amendment to the SOW or create a separate SOW where necessary, prior to Supplier commencing said Professional Services.

2. Ownership

Unless otherwise expressly stated in an SOW, the City owns all right, title, and interest in and to any Deliverable (defined below), Work Product, results, and other materials created or developed by Supplier, or delivered to City, in connection with the provision of Professional Services (“**Work Product**”), not including any intellectual property rights therein. Work Product will be deemed a Product under the Agreement. City is hereby granted a non-exclusive, non-transferable, non-sublicensable license to use the Work Product in connection with other Products during the Term.

3. Responsibilities

Supplier shall provide supplies, facilities (unless Services deemed remote work), and materials required to perform the Professional Services- per the SOW.

City shall provide Supplier with any reasonable access to City’s premises, facilities and systems that Supplier requires and requests to perform the Professional Services.

4. Acceptance

Unless otherwise specified in an SOW, following receipt of each deliverable specified in the SOW (each a “**Deliverable**”):

- City will have ten (10) days (the “**Acceptance Period**”) to perform acceptance testing of each defined Deliverable to confirm whether it materially meets the applicable standards or specifications within the SOW (“**Acceptance Criteria**”).
- City may reject Deliverables that do not meet the Acceptance Criteria by notifying Supplier in writing of its rejection during the Acceptance Period.

- Supplier will use commercially reasonable efforts to correct and re-deliver any rejected Deliverables within fifteen (15) days after receipt of City's notice thereof.
- Deliverables that are re-submitted to the City will be subject to another ten (10) day Acceptance Period.
- City agrees to cooperate with Supplier to isolate, identify, and resolve any problems in the Deliverables.
- All Deliverables not rejected in writing by the City within the Acceptance Period will be deemed accepted by the City.

D. HARDWARE SECURITY AND VULNERABILITY REQUIREMENTS

1. Physical Security Measures:

Supplier shall implement best practice physical security measures for all hardware devices provided under this Agreement. These measures include:

- Access Controls: Restricting physical access to authorized personnel only.
- Security Controls: Installing security control system and monitoring systems to deter unauthorized access.
- Secure Storage: Ensuring secure storage of hardware components to prevent theft or tampering.
- Transport Security: Safeguarding hardware during transportation to prevent damage or compromise.

2. Secure Hardware Design and Manufacturing:

Supplier shall provide hardware that adheres to security best practices during design and manufacturing including:

- Secure Component Selection: Using components with known security features and minimal vulnerabilities.
- Secure Boot Process: Ensuring that hardware devices boot securely and validate firmware integrity.
- Supply Chain Security: Verifying the integrity of components throughout the supply chain to prevent tampering or insertion of malicious components.
- Hardware Authentication: Implementing secure authentication mechanisms for hardware access.
- End-of-Life Disposal: Provide guidelines for secure disposal or recycling of hardware at the end of its lifecycle to prevent data leakage.

3. Vulnerability Assessment and Patch Management:

Supplier shall ensure the following:

- Any factory default passwords in hardware or firmware must be changed to complex passwords.
- Only hardware with a Supplier-managed vulnerability management life cycle should be implemented.
- Regularly assess Hardware Vulnerabilities: Conduct vulnerability assessments on hardware components to identify weaknesses.
- Timely Remediation: Address identified vulnerabilities promptly by releasing patches, firmware updates, or hardware modifications.
- Lifecycle Support: Provide security updates for the entire lifecycle of the hardware.

4. Incident Response and Reporting:

In the event of a security incident related to hardware Supplier shall:

- Promptly report the incident to the City per the State of Missouri data breach notification requirements immediately after an event.

- Provide details on the impact, root cause, and mitigation steps taken.
- Collaborate with the City to resolve the issue.

5. Third-Party Components and Dependencies:

If the hardware includes third-party components (e.g., firmware, libraries, or embedded software), Supplier shall:

- Regularly review and assess the security of these components, and is responsible for updating third-party components and dependencies to the latest secure versions.
- Ensure that third-party dependencies are free from known vulnerabilities.
- Provide transparency regarding any third-party licenses and security obligations.

E. SOFTWARE SECURITY AND VULNERABILITY REQUIREMENTS

1. Secure Access Measures:

Supplier shall implement best practice security measures for all software provided under this Agreement. These measures shall include:

- Access Controls: Restricting access to authorized personnel only.
- Security Controls: enabling security controls, logging and monitoring systems to deter and audit unauthorized access and protect software application and data.
- Secure Storage: Ensuring secure storage of software application data and components to ensure the confidentiality, integrity and availability of application and data.

2. Secure by Design and Manufacturing:

Supplier shall provide software that adheres to security best practices during design and manufacturing. This includes the following:

- Secure Component Selection: Using components with known security features and minimal vulnerabilities.
- Code Validation: Ensuring that software runs securely and validates component integrity.
- Supply Chain Security: Verifying the integrity of components throughout the supply chain to prevent tampering or insertion of malicious components.
- Software Authentication: Implementing secure authentication mechanisms for application access.
- End-of-Life Disposal: Supplier shall provide process to upgrade or remove software components that are unsupported or at the end of its lifecycle.

3. Vulnerability Assessment and Patch Management:

Supplier shall ensure:

- Any factory default passwords in the software application and supporting components must be changed to complex passwords.
- Only software applications with a Supplier-managed vulnerability management process shall be implemented.
- Regularly Assess Software Vulnerabilities: Conduct vulnerability assessments on software components to identify weaknesses.
- Timely Remediation: Address identified vulnerabilities promptly by releasing patches, updates, or modifications.
- Lifecycle Support: Provide security updates for the entire lifecycle of the software.

4. Incident Response and Reporting:

In the event of a security incident related to software, Supplier shall:

- Promptly report the incident to the City according to the State of Missouri data breach notification requirements immediately after an event.
- Provide details on the impact, root cause, and mitigation steps taken.
- Collaborate with the City to resolve the issue.

5. Third-Party Components and Dependencies:

If the software includes third-party components (e.g. libraries, or embedded software), Supplier shall:

- Regularly review and assess the security of these components. Supplier is responsible for updating third-party components and dependencies to the latest secure versions.
- Ensure that third-party dependencies are free from known vulnerabilities.
- Provide transparency regarding any third-party licenses and security obligations.

F. TECHNOLOGY SUPPLIER CYBER SECURITY HYGIENE

1. Introduction

Supplier shall maintain administrative, technical, and organizational security measures to protect information from loss, misuse, and unauthorized access or disclosure. These measures are based on industry security practices and consider the sensitivity of the information collected, the current state of technology, the cost effectiveness of implementation, and the scope of the data processing engaged in.

Supplier shall maintain a comprehensive information security program that contains administrative, technical, and physical safeguards that take into account associated risks which are appropriate to (a) the type of information exchanged or stored as digital data; and (b) the need for security, integrity, availability and confidentiality of information systems or data.

The security program will:

- Protect the confidentiality, integrity, and availability of information systems and digital data in its possession or control, or to which it has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of information systems and data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of information systems and data;
- Protect against accidental loss or destruction of, or damage to information systems and data;
- Safeguard information as set forth in any local, state or federal regulations by which Supplier may be regulated.

2. Assess Ongoing Cyber Threats and Risks

Supplier shall implement and maintain a cybersecurity framework to manage cyber risk, control, and compliance-based activities based on the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). Supplier shall assess and evaluate current and emerging threats and risks to applications and infrastructure on an ongoing basis, including cloud, third-party Suppliers, and data privacy. Remain cyber secure through applying security best practices.

3. Personnel Training Practices

Supplier Personnel shall receive security training during onboarding and on an ongoing basis. Supplier Personnel are required to read and sign information security policies covering the confidentiality, integrity, and availability of the systems and services that are used to deliver products and services. Where applicable in an SOW, Supplier may be requested to conduct specific criminal background checks on its Supplier Personnel.

4. Security Policies

Supplier shall implement and maintain industry-standard security policies that align with the NIST Special Publication 800-53. This policy is further defined by control standards, procedures, control metrics, and control tests to assure functional verification.

5. Security Standards

Supplier designs and implements security controls around sensitive assets and balancing the need to reduce risk, while enabling productivity, business growth, and cost optimization objectives. Supplier implements baseline security controls and standards relating to infrastructure, applications, and secure software development lifecycle (SDLC), which are implemented using industry security standards such as NIST, Center for Internet Security (CIS) Critical Security Controls, CIS security benchmarks, and the Open Web Application Security Project (OWASP).

6. Data Classification

Supplier classifies data against industry best practices to ensure that it designs and implements security controls to manage and safeguard data against unauthorized access, improper retention, and unsafe destruction.

7. Audits

Supplier and its products undergo frequent audits. Audit controls with technical or procedural mechanisms are put in place to promote efficient and effective operations, as well as to meet compliance with policies.

8. Vulnerability and Patch Management

Supplier performs scans on a regular basis to identify potential vulnerabilities within their environment. Supplier ensures that risks posed by security vulnerabilities are assessed, prioritized, and remediated in accordance with their risk tolerance and requirements outlined within organizational policy.

9. Penetration Testing

Supplier engages external third parties annually or on a more frequent basis to perform penetration testing on products, applications, network, and firmware. All findings are reviewed and addressed within their designated remediation SLA for the level of severity. Product based vulnerabilities are addressed before production release, or as defined within their organizational policy.

10. Privacy and Security Assessments

New features, functionality, and design changes go through a review process facilitated by Supplier's Cybersecurity team. Supplier's Cybersecurity team works closely with product and development teams to resolve any additional security or privacy concerns that may arise during and after development.

11. User Provisioning and De-provisioning

User administration control processes and procedures exist and are followed to manage the authentication, authorization, and appropriateness of users to key systems and applications including the set-up, maintenance, and termination of access privileges.

12. Least Privilege

Supplier applies the principle of least privilege to ensure that individuals have only the minimum means to access the information to which they are entitled.

13. Multi-factor Authentication (MFA)

Access to the systems used by Supplier Personnel is controlled by multi-factor authentication. This means that Supplier employees and contractors are required to provide physical proof of their identity.

14. Periodic User Access Reviews

Supplier reviews user access including privileged access to sensitive resources on an ongoing scheduled basis.

15. Physical and Environmental Security

Supplier ensures the physical security and environmental controls within the data centers used to host its infrastructure.

16. System Logging

All systems used in the provision of Supplier products and services, including firewalls, routers, network switches, and operating systems, log information to security information and event management (SIEM) tools to enable security reviews and analysis.

17. Application Security

Supplier continuously assesses and addresses threats, vulnerabilities, and overall risk exposure of internal and external applications, as well as its APIs. Application development includes application security testing to gain better visibility into potential security issues across applications. Application security is included early in the software development lifecycle, including the design, development, release, and upgrade stages. Web application security risks are assessed, reviewed, and monitored against OWASP Top 10.

18. Code Scanning

Source code builds are scanned for vulnerabilities prior to production release. Static analysis security testing (SAST) is performed to analyze source code before compiling to validate the use of secure coding policies. Perform dynamic analysis security testing (DAST) on fully compiled software to test security of fully integrated and running code.

19. Encryption

Supplier platform supports the latest industry-standard secure cipher suites and protocols to encrypt all traffic in transit. City data is encrypted at rest. Enforce full disk encryption for Supplier-issued laptops.

20. Network Protection

Supplier employs network system monitoring and logging, and firewalls are configured according to industry best practices. Ports not utilized for delivery of Supplier services are blocked.

21. Cryptography

Supplier monitors the changing cryptographic landscape and makes commercially reasonable efforts to upgrade the Supplier product and services to respond to new cryptographic weaknesses as they are discovered and implement best practices as they evolve. Supplier also balances the need for compatibility of legacy clients for encryption in transit. All the data in transit that crosses the Supplier private cloud boundaries shall be encrypted at all times.

22. Cyber Situational Awareness

Supplier receives automated cyber threat intelligence reports which are reviewed on a regular basis, and acted on where necessary. Potential events or indicators of compromise are investigated prior to becoming a security incident.

23. Cyber Resiliency

Supplier shall handle critical cyber incidents, repair damage to business, and return to normal operations as quickly as possible. Supplier maintains security incident management policies and procedures. Supplier shall notify the City of any unauthorized disclosure of its data within two (2) business days once Supplier becomes aware, and in accordance with applicable laws.

ATTACHMENT D

STATEMENT OF WORK – REAL TIME CRIME CENTER

The City of Lee's Summit's Real Time Information Center (RTCC) will be built as a state-of-the-art crime information center environment that uses a combination of technology and design to foster a collaborative work environment equally designed for daily operations and collaboration during investigative and crisis management and integrated with the City's Joint Operations Center (JOC)..

The RTCC project shall be comprised of the Police Real Time Information Center located at 10 NE Tudor Rd, Lee's Summit, MO 64086.

1. PROJECT OVERVIEW

The RTCC project integrates the strengths of reliable products designed and built for mission critical, 24/7 environments while serving as a scalable foundation to introduce new technologies in the future. Major components include ultra-thin bezel displays, advanced video wall switching and processing, audio processing, HD video conferencing, and multi-format, encoded asset distribution. These tools will be managed by a powerful and intuitive custom control system user interface that will integrate the RTCC with the JOC that is built specifically for Command Center environments.

This SOW defines the tasks, deliverables, and responsibilities for the establishment of the RTCC. The primary purpose of the RTCC will be to provide a facility to support coordination, decision-making, and communication during investigations and when needed integrated with the JOC.

2. REQUIREMENTS

DESIGN DEVELOPMENT

Supplier shall provide design support across multiple engineering and technical disciplines to develop the audio-visual solution and overall RTCC design to achieve a functional, state of the art layout that delivers a comfortable, ergonomic environment in which City employees work.

Facility & Infrastructure

- Supplier shall provide Design layout which shall include but not be limited to the following:
 - Determine functional requirements based on the site visit/review of floor plan;
 - Survey the site with Project Team and identify any significant potential construction, electrical, and mechanical challenges for the RTCC.
 - Provide as many layout designs to the City as necessary in order to provide for a functional and durable site with future plan for use in 24/7 operation.
 - Designs generated for this project will comply with industry-recognized quality standards for Public Safety professions and all other relevant local building and trade codes.

- Provide as many layout designs to the City as necessary in order to provide for a functional and durable site and for future use in 24/7 operations
- Location and placement of console furniture, displays, tech room, and conference rooms as they relate to the RTCC design
- Fully engineered single line A/V system drawings.
- Review and provide Electrical and HVAC requirements for all AV components.
- **Design Development** shall include the following:
 - Location and placement of console furniture, displays, tech room, and conference rooms as they relate to the RTCC design
 - Furniture design and recommendations for Integrated Console Workstations, credenzas, and/or conference tables.
 - Size and locations for display walls, containment requirements, conference room displays/cameras, video conference systems and RTCC Infrastructure Room
 - Power locations for Integrated Console Workstations, Tech Room, Conference Rooms, and the RTCC.
 - Rack elevations, load calculations, HVAC and power requirements
 - Electrical and data cabling requirements, including an A/V cable pull schedule for Supplier provided cabling and detailed cable drop plan for any required City network cabling
 - Fully engineered single line A/V system drawings.

3. SERVER ROOM AND NETWORKS PLAN

The Supplier will prepare documentation regarding initial assessment and recommendation findings including functional capabilities, systems descriptions, specifications, etc.

- Generate Network/IT Analysis and Requirements.
- Server Room plan view detailing rack layouts.
 - Includes (2) 44RU rack for system head end equipment.
 - Includes optional Automatic Transfer Switch for redundant rack power switching .
 - Rack UPS power units available upon request -Includes all necessary cables, accessories and hardware necessary -
 - AV rack located is expected to be within a 200-foot cable run of 5x2 video wall displays

4. CONSOLE FURNISHINGS

Consoles, conference tables, and any applicable ancillary furniture shall be designed to accommodate City's provided IT equipment and meet the functional and operational needs of the room. Furnishings design and specifications will consist of the following:

- Designed and manufactured in the USA at Supplier's Elkhart, IN facility
 - All steel parts melted and rolled in the USA.
 - Rated for 24/7 use in mission critical environments.
 - Tested to ANSI/BIFMA standards. Test results to be provided upon request.
 - Adjustable (from 26" – 51") and fixed height models available.
 - Pre-selected color and finish palettes are available for review, or a fully custom pallet can be selected.
- Pricing assumes standard colors and finishes. Premium colors and finishes will incur an upcharge

- All City provided IT equipment will be verified by Constant Technologies to ensure proper fit and accessibility.
- Final design layout and color/finish selections to be approved by City prior to manufacturing
- Lifetime limited warranty

INSTALLATION OF CONSOLES AND FURNITURE

Two areas RTCC Area and Office will have custom console furniture. Supplier will perform installation including unloading; layout and installation of all consoles and Supplier provided accessories.

Supplier will install City furnished equipment which includes:

- Monitor Installation: Includes unboxing, installing, counter-balancing and cable management of 18 monitors onto monitor arms.

City will provide:

- Monitor video and power cables

5. TECHNICAL REQUIREMENTS

A. LCD DISPLAY WALL & AUXILIARY DISPLAYS:

Video Displays Video Wall shall be a 5x2 of Planar VM55 video wall displays with 0.88mm combined bezel width. Includes mounts and trim kit.

Includes:

- (1) spare display.
- (1) 86" Auxiliary display for RTCC
- (1) 65" Display for RTCC Office

B. VIDEO WALL PROCESSING & SWITCHING

Jupiter Processor

The video wall content will be powered by a Jupiter Catalyst V video wall processor. Design is to be compact, quiet and feature rich, with the latest i9 processors from Intel and industry leading video wall boards.

KEY BENEFITS REQUIRED:

- Windows 11
- Up to (16) 4K direct inputs
- Decode up to 120+ H.264 streams
- Web/VNC/Application support (connected to City of Lee's Summit's network)
- HDCP compliant
- Standalone or Canvas Enterprise
- Compatible with LCD, LED, cubes and projector's display technologies
- RAID & redundant power supplies

CRESTRON NVX DIGITAL MATRIX SWITCHING

All video content distribution and switching will be powered by a highly flexible and scalable Crestron DM NVX Virtual Switching System. The switcher can display workstations feeds, City provided content, and any other external video sources onto any display within the RTCC. RTCC users will access, place, and manage content through an integrated AMX control system. DM NVX delivers real time images at a quality that is visually indistinguishable from the source. DM NVX routes, distributes, manages all City's video, audio, USB, and device control signals with no latency.

AMX CONTROL & CUSTOM PROGRAMMING

Supplier has certified AMX programmers on staff that will provide a customized graphical user interface (GUI) tailor made for the City. The GUI will allow for easy access to all video and audio content running through the processor with the ability to create and save preset layouts applicable to various situations and workflows.

The control system will be programmed into an AMX touch panel system for ease of use. RTCC personnel will be able to recall saved layouts, initiate video conference calls, and send video content to any and all displays integrated into the system. The scope includes four AMX 10" touch screens. The AMX touch panel locations will be planned and mapped out with the City personnel.

Redundancy

Includes (1) spare Crestron NVX Director, (1) Spare Crestron Control processor and (1) of each NVX endpoint

Secure Multi-Site Streaming

Includes (1) Encoder and (1) decoder per site (RTIC and JOC sites), and the NVX endpoints to route a 4K source to and from each site.

User Interface and Control

(4) AMX 10" Touch Screens for user touch interface and control.

- Includes a dedicated AV Control and video streaming network for all AV devices . AV Control Network shall be airgapped from client network
- Some AV devices may be connected to client network and AV control network via Dual NIC configuration for access to client content or to provide remote control capability when desired.

Video Conferencing

Integrate (1) mini rack PC with room audio system and (1) USB PTZ camera for software-based video conferencing support in RTIC

City utilizes MS Teams, Zoom, and WebEx conferencing applications.

C. SYSTEM INPUTS AND OUTPUTS

The RTCC will draw on a number of different information sources to provide content for the displays and audio zones. Operator workstations, dedicated PCs, laptop feeds, video conferencing, and cable TV feeds complement the RTCC dashboard content. Sources can be routed to any of the displays in each area.

The following is a list of estimated day one input sources to the processor:

OFE Cable TV Tuners	2
OFE Rack mounted Content PC Feeds	12
Dedicated OFE VTC PC	1
Workstation Feeds	5
Loose HDMI Laptop Plugin – workstations	1
Loose HDMI Laptop Plugin – collaboration table	1
Loose HDMI Laptop Plugin – office	1

The following is a list of estimated day one output sources for the Command Center.

Primary Planar Video Wall (5x2)	10
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86" Auxiliary Display	1
65" Office Display	1

AUDIO SYSTEMS:

The RTCC shall feature two discrete audio zones using ceiling speakers in RTIC and RTIC office. The audio system will be powered by Audio Processor for Acoustic Echo Cancellation, control and routing of all audio signals from content sources and microphones

Audio

(4) Desktop push to talk microphones at workstation locations in RTIC

(1) Table Microphone for collaboration table in RTIC

- Audio Processor for Acoustic Echo Cancellation, control and routing of all audio signals from content sources and microphones
- Audio amplification and speakers for (2) discrete audio zones using ceiling speakers in RTIC and RTIC office

D. AUDIO VISUAL RACKING EQUIPMENT:

Rack and Cabling:

- Includes (2) 44RU rack for system head end equipment.
- Includes optional Automatic Transfer Switch for redundant rack power switching . Rack UPS power units available upon request
- Includes all necessary cables, accessories and hardware necessary
- Assumes AV rack located within a 200-foot cable run of 5x2 video wall displays Video feeds from rack content PCs.

All rack locations shall be mapped out, engineered and reserved for future installation requirements.

Racks shall be 44U high. Each rack shall have perforated front and rear doors to ensure proper air flow throughout.

Racks will be designed to accommodate hot/cold aisle design as required by the City. The rack assemblies for this project include shelves; exhaust fans, lacing bars, veRTCCal cable risers, front/rear-perforated doors and access (if required) to the raised access floor.

Each rack shall come with 208V 30-amp PDUs for power connectivity. All rack mounted AV components will be directly plugged into the PDUs.

6. DELIVERY AND LOGISTICS

A/V hardware and consoles shall not be delivered to site until the space in which it is to be installed is ready to receive them. Site readiness includes, but is not limited to, completion and cleanup of all concrete work, masonry, plastering, and electrical, ceiling and flooring requirements:

- All components shall be received and stored at Supplier Site.
- All components are installed within the AV/IT racks, wired, dressed, terminated, tested, and labeled prior to shipping
- Console furnishings are partially factory pre-assembled at Supplier's manufacturing facility prior to shipping
- All A/V hardware and furniture shall be shipped on dedicated trucks, FOB Destination
- Supplier technicians and installers shall be on site to receive, unload, and stage all A/V hardware and furniture
- Shipping and receiving will be coordinated with the City on site

7. INSTALLATION

City shall provide:

- Proper access to Supplier to the project site as required in order to complete installation.
- Security and escort requirements as required.
- Provide facility access and necessary permits.
- Supply existing floorplans, IT standards, and security protocols.
- All High Voltage 120/240v electrical circuits needed for the equipment in the AV rack, wall mounted displays, and console furniture.
- Cable paths from AV rack to the room and ceiling and any conduit required.
- All IT equipment for computer sources including desktop displays.
- Network drops required for all AV/IT equipment
- Network design and installation for City IT and telephone systems
- Ensure to pull all cables that leave the furniture or rack (infrastructure cabling) including but not limited to speaker wire, CAT6, fiber, microphone and control cables
- Floor cut outs completed by local contractor according to our floor cut out plans
- In wall containment or conduits for A/V cabling as specified by Constant Technologies drawings
- Video wall and display substructure, including plywood support blocking
- Provide dumpster or other provisions to dispose of console packing debris and trash generated from City purchased products
- Elevator available exclusively at no cost (when needed)

Supplier shall provide:

- All A/V system cabling and specified by Supplier to include all cabling plenum rated.
- Installation labor and site supervision to install the AV components and console furnishings. Labor quotes assume non-union labor.
- Provide fit and finish shall be precise and all components and furniture shall be installed in a plumb, level, true, and straight manner with no distortions.
- All cabling within the furnishings and racks shall be neatly combed, organized, and labeled
- Upon completion of assembly, shall clean and test audio/visual equipment and related parts before leaving installation
- Develop Test Plan with City.
- After installation is complete, onsite certification testing with the City to ensure the system is operating 100% prior to the technical team's departure.
- As built drawings for all relevant system components. As Built Drawings will include AV Cable Drop Locations, Cable Schedule, Label Schedule, Single Line Diagrams, Architectural Drawings, Rack Elevations and Console Shop Drawings. All drawings shall be provided in hard and soft copy formats.

8. TESTING & QUALITY ASSURANCE

Supplier shall

- Conduct factory acceptance testing (FAT) before shipping equipment.
- Perform site acceptance testing (SAT) with City representatives.
- Document test results and address any deficiencies.

9. TRAINING & KNOWLEDGE TRANSFER

Supplier shall:

- Provide an in-depth training session(s) and will develop scheduled training sessions for the initial installation as required for relevant parties and divided up by general-user training and administrative-user training sessions for all parties.
- Deliver training sessions for operators, administrators, and IT staff.
- Provide tabletop and functional exercises to validate readiness.
- Deliver user manuals, as-built drawings, and SOPs in both digital and print formats.

City shall:

- Supply IT/security standards to ensure Supplier solutions meet compliance.
- Assign staff for RTCC participants for training sessions, tabletop exercises, and system orientation.

10. PROCUREMENT & LOGISTICS

Supplier shall:

- Source, purchase, and deliver all equipment, furniture, fixtures, and technology.
- Ensure that all components meet specifications and warranty standards.
- Freight -Shipping of all equipment will be sent to Supplier for pre-install rack fabrication, configuration and testing
- Shipping of all bulk cabling will be sent to client site prior to install (2 skids)
- Shipping of all equipment for installation dedicated 26 foot truck)

City shall provide the following equipment:

- All Workstation desk PCs
- All Workstation desk monitors
- All Workstation peripheral devices including phones, headsets, etc.
- 2 Cable TV Tuners in rack
- 3 quad output PC
- 1 VTC PC

11. PROJECT MANAGEMENT & COORDINATION

Supplier shall provide multiple layers of project management for the project to include:

- Develop and maintain a detailed project schedule (tasks, dependencies, milestones).
- Submit weekly or bi-weekly progress reports.
- Participate in status meetings with the City and stakeholders.
- Dedicated Project Manager as the single point of contact
- Project Manager attendance at weekly meetings onsite or via phone/Teams
- Will make major construction milestone inspections onsite to coordinate with the City's Project Team and verify that Supplier's room ready requirements are being met
- On-site supervisor and project manager to be present at all times during installation, testing, commissioning & training.

12. TIMELINE

RTCC build to commence after the JOC is complete. Dates to be coordinated and agreed upon based on the RTCC renovation schedule. Infrastructure installation shall commence within 60 days of the City's acceptance of the Joint Operations Center installation by Constant Technologies. System integration shall be completed within 45 days of Infrastructure Installation. Testing and Acceptance and Training and Handover shall be completed within 60 days of System Integration.

<u>Milestone</u>	<u>Responsible Party</u>
Kickoff Meeting	City & Supplier

Design Approval	City
Infrastructure Installation	Supplier
Systems Integration	Supplier
Testing & Acceptance	City & Supplier
Training & Handover	Supplier

13. DELAYS & REMEDIES

A. Supplier Delays

The Vendor is responsible for ensuring adequate staffing, supply chain planning, and scheduling to meet agreed project milestones.

If delays occur due to Supplier-controlled issues (e.g., late material orders, subcontractor performance, resource shortages), the Supplier must:

- Notify the City in writing within five (5) business days.
- Provide a corrective action plan with a revised schedule.
- Absorb any additional costs directly related to Supplier-controlled delays, unless otherwise negotiated.

B. City Delays

The City must provide timely approvals, facility access, and required data/information.

If the City fails to meet these responsibilities, the Supplier shall:

- Notify the City in writing of the impact.
- Adjust project timelines accordingly.
- Be entitled to a reasonable extension of schedule and, if costs increase (e.g., holding equipment, labor remobilization), the City may bear responsibility for those additional costs.

C. Force Majeure (Neither Party)

Delays caused by circumstances beyond either party's control (e.g., natural disasters, supply chain disruptions outside Supplier control, pandemics, major emergencies) will be treated as force majeure events.

Both parties will:

- Collaborate on a revised schedule.
- Mitigate impacts where feasible.
- Share no fault for reasonable delays arising from such events.

Please refer to proposed milestone schedule from JOC SOW. Payment schedules in each SOW to match.

<u>Milestone</u>	<u>Description</u>	<u>Payment</u> <u>%</u>
PROJECT KICKOFF	▪ Upon contract execution or kickoff; covers supplier's upfront mobilization costs.	5%
DESIGN & PLANNING COMPLETION	<ul style="list-style-type: none"> ▪ Develop Concept Spatial Design & Master Designs ▪ Integrated Console Workstation Design ▪ Full Color Renderings ▪ Technology Review ▪ Design Set for Architect Construction Documents ▪ Infrastructure Requirements, Including Load Calculations for MEP 	25%

	<ul style="list-style-type: none"> ▪ Generate Network/IT Analysis and Requirements ▪ Engineered System Single Line / IT Drawings and Documentation 	
IMPLEMENTATION Technology Delivery & Installation	Integrated, Custom Control Systems Logistics, Fabrication, Delivery, Installation, Integration System Programming, Testing & Commissioning	25%
SYSTEM INTEGRATION & TESTING CITY ACCEPTANCE SIGNOFF	Acceptance Criteria <ul style="list-style-type: none"> ▪ All deliverables are installed, tested, and accepted. <ul style="list-style-type: none"> ▪ Documentation (as-built drawings, manuals, SOPs) is provided. ▪ Successful end-to-end integration and user acceptance testing (UAT). 	25%
TRAINING AND OPERATIONAL READINESS	Completion of staff training, exercises, manuals, and SOP handover.	15%
FINAL ACCEPTANCE & HANDOVER	Final sign-off, as-built documentation, punch-list resolution, project closeout.	5%

ATTACHMENT E

PROPOSALS AND EQUIPEMENT LIST WITH PRICING

PROPOSAL NO. 16970 FOR \$614,385.86

PROPOSAL NO. 16975 FOR \$144,457.92



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Lee's Summit PD - RTIC SK06 AV - Rev04

Quote#: 16970

Lee's Summit Police Department

10 NE Tudor Rd,
Lee's Summit, MO 64086

Prepared By

Thomas Rivera | t.rivera@constanttech.com | 401-294-7171 x 111

Issue Date: 10/31/2025
Expiration Date: 11/30/2025



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Executive Summary

Constant Technologies is a global leader in mission-critical operations center design and implementation, with over 40 years of experience and thousands of successful integrations worldwide. We simplify the complexities of building and managing command and control centers, allowing our clients—such as Meta, CVS Health, Boeing, and the U.S. Department of Defense—to focus on their core operations while we handle the intricacies of design, installation, and support.

We start with understanding your unique needs and vision. Our team simplifies this complex process by offering end-to-end solutions, from initial architectural planning to advanced AV system integration, custom console design, and 24/7 support. Dedicated project managers oversee every phase, ensuring smooth execution and a seamless experience for our clients. By managing every detail—from site surveys and engineering to installation and testing—we allow our clients to focus on their core mission while we ensure their operations centers perform flawlessly.

Commitment to Quality:

Our commitment to quality goes beyond delivering cutting-edge solutions. At Constant Technologies, we ensure every project is completed on time, within budget, and exceeds client expectations. With decades of experience and a deep understanding of mission-critical environments, we manage every aspect of your project with precision, ensuring a seamless experience from start to finish.

Industries Served:

- **Public Safety:** Real-time crime centers (RTCCs), emergency operations centers (EOCs)
- **Federal:** Command and control solutions for defense and national security
- **Technology:** Advanced security operations centers for leading tech firms
- **Healthcare:** Patient care and mission control command centers
- **Finance:** Global threat protection and security operations
- **Loss Prevention:** Cybersecurity and physical security operations centers
- **Fleet Operations:** Centralized fleet monitoring systems
- **Utilities:** Electric and gas transmission and distribution, and municipal utility control centers
- **Process Control:** Petrochemical, pulp/paper, and manufacturing control centers

At Constant Technologies, we remove the complexity of operations center management so you can focus on what matters most: your mission. With our expert team managing every phase of the process, you can be confident that your operations center will perform flawlessly, 24/7.



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Certifications





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Video Displays

Video Wall shall be a 5x2 of Planar VM55 video wall displays with 0.88mm combined bezel width. Includes mounts and trim kit. Includes (1) spare display.

(1) 86" Auxiliary display for RTIC

(1) 65" Display for RTIC Office

Video Processing and Distribution

Video System shall be a Crestron NVX AV over IP video and USB routing solution. All video sources listed below shall be able to be routed to any of the displays listed above

Video wall shall be driven by Jupiter Catalyst system. Catalyst system shall be able to accept (8) sources at a time from Crestron NVX system and (8) web sources from integrated processor.

Rack Sources:

(2) Cable TV Tuner (owner furnished)

(12) Video feeds from rack content PCs. Assumes (3) quad output PCs (owner furnished)

(1) Video feed from rack video conferencing PC. Assumes (1) single output PC (owner furnished)

Room Sources:

(5) Workstation feeds via dual input encoders. Assumes capture of right monitor at each workstation

(1) Loose HDMI connection for OFE Laptop plug in at the front row of workstation desks

(1) Loose HDMI connection for OFE Laptop plug in at the RTIC Collaboration Table

(1) Loose HDMI connection for OFE Laptop plug in at the RTIC Office

Redundancy

Includes (1) spare Crestron NVX Director, (1) Spare Crestron Control processor and (1) of each NVX endpoint

Secure Multi-Site Streaming

Includes (1) Encoder and (1) decoder per site (RTIC and JOC sites), and the NVX endpoints to route a 4K source to and from each site.

User Interface and Control

(4) AMX 10" Touch Screens for user touch interface and control.

-Includes a dedicated AV Control and video streaming network for all AV devices. AV Control Network shall be airgapped from client network

-Some AV devices may be connected to client network and AV control network via Dual NIC configuration for access to client content or to provide remote control capability when desired.

Video Conferencing

Integrate (1) mini rack PC with room audio system and (1) USB PTZ camera for software-based video conferencing support in RTIC

Assumes client is utilizing MS Teams, Zoom, or other web conferencing applications.

Audio

(4) Desktop push to talk microphones at workstation locations in RTIC

(1) Table Microphone for collaboration table in RTIC

-Audio Processor for Acoustic Echo Cancellation, control and routing of all audio signals from content sources and microphones

-Audio amplification and speakers for (2) discrete audio zones using ceiling speakers in RTIC and RTIC office

Rack and Cabling

-Includes (2) 44RU rack for system head end equipment.

-Includes optional Automatic Transfer Switch for redundant rack power switching. Rack UPS power units available upon request

-Includes all necessary cables, accessories and hardware necessary

-Quote assumes AV rack located within a 200-foot cable run of 5x2 video wall displays

Service and Support Agreement

5-year Constant Uptime Premier level 24/7 service and support agreement including dedicated support phone line and 48-hour onsite response time for Tier 1 emergencies

5-year Jupiter Standard Support Program including standard hardware coverage and general availability and maintenance software updates

Professional Services

Includes full turnkey services provided by Constant, including Project Management, Engineering, Onsite Installation, Programming, Commissioning and User Training with complete system documentation and user manuals.

Freight

-Shipping of all equipment to Constant Technologies for pre-install rack fabrication, configuration and testing

-Shipping of all bulk cabling to client site prior to install (2 skids)

-Shipping of all equipment for installation (dedicated 26 foot truck)

Typical Customer Responsibilities:

Quote#: 16970

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-
- All High Voltage 120/240v electrical circuits needed for the equipment in the AV rack and for wall mounted displays.
 - Cable paths from AV rack to the room and ceiling and any conduit required.
 - All IT equipment for computer sources including desktop displays.
 - Network drops required for all AV/IT equipment
 - Network design and installation for client IT and telephone systems
 - Pull all cables (provided and spec'd by CTI) that leave the furniture or rack (infrastructure cabling) including but not limited to speaker wire, CAT6, fiber, microphone and control cables.

Equipment to be furnished by customer:

- All Workstation desk PCs
- All Workstation desk monitors
- All Workstation peripheral devices including phones, headsets, etc.
- 2 quantity of Cable TV Tuners in rack
- 3 quantity of quad output PC
- 1 quantity of VTC PC



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Material				
ItemId	Description	Qty	Unit Price	Total
Video Displays and Extenders				
5x2 Video Wall Displays				
Pla Quote 00166035 - 2	Lee's Summit MO - (1) 5x2 VM55MX-M2	1	\$70,502.00	\$70,502.00
Pla-998-2595-00	VM55MX-M2; 55in. 1920x1080, 700 nit 0.88mm bezel to bezel width LCD video wall display. 24x7, landscape and portrait, OPS slot. Internal power supply and electronics. Built-in video wall processing for up to 10x10. IR, RS-232, and LAN control.	10	\$4,644.00	\$46,440.00
Pla-935-0550-00	VM552 Micro and XNB Trim. Landscape: Top/Bottom; Portrait: L; Cosmetic Trim for 2nd generation VM Series 55in Micro and 55in XNB Display to cover the top or bottom edge of the LCD when mounted in landscape and left or right edge of LCD when mounted in por	10	\$126.00	\$1,260.00
Pla-935-0551-00	VM552 Micro and XNB Trim. Landscape: Left/Right; Portrait: T; Cosmetic Trim for 4 2nd generation VM Series 55in Micro and 55in XNB Display to cover the left or right edge of the LCD when mounted in landscape and top or bottom edge of LCD when mounted in por	4	\$112.00	\$448.00
Pla-998-0368-00	VMT-MXL; Video Wall Mount for VM Series displays - landscape orientation only. 10 Spring-loaded scissor extension and integrated service kickstand for rear display access. Precise lateral alignment capability. Ships with universal hardware kit.	10	\$700.00	\$7,000.00
Pla-998-1891	VMT-MXL Spacer (498)	2	\$0.00	\$0.00
Pla-998-2595-00	VM55MX-M2; 55in. 1920x1080, 700 nit 0.88mm bezel to bezel width LCD video wall display. 24x7, landscape and portrait, OPS slot. Internal power supply and electronics. Built-in video wall processing for up to 10x10. IR, RS-232, and LAN control.	1	\$4,644.00	\$4,644.00
Pla-FRC	Shipping and Handling	1	\$3,541.00	\$3,541.00
Pla-IMPORT	Import Tariff Fee Special charge for import tariffs. Subject to change based on any new or additional tariffs imposed.	1	\$7,169.00	\$7,169.00
Video Wall Processing and Distribution				
Cre-DM-NVX-360	DM NVX@4K60 4:4:4 HDR Network AV Encoder/Decoder	10	\$2,278.00	\$22,780.00
Cre-DM-NVX-DIR-160	DM NVX Director@Network AV Switching Appliance, 160 Endpoints	1	\$12,650.00	\$12,650.00
RTIC Auxiliary Display				
Pla-998-3930-00	SLP66; 66in diagonal, UHD, D-LED backlight, 500 nit brightness, 24x7 operation, speakers, landscape and portrait. ENERGY STAR certified.	1	\$3,813.00	\$3,813.00
Pee-SF680P	SmartMount Universal Flat Mount For 60" to 98" TVs	1	\$340.00	\$340.00
Cre-DM-NVX-D30	DM NVX@4K60 4:4:4 HDR Network AV Decoder	1	\$1,430.00	\$1,430.00
RTIC Office Display				
Pla-998-3477-00	SLM652; 65in diagonal, UHD, D-LED backlight, 500 nit brightness, 16x7 operation, speakers, landscape and portrait. ENERGY STAR certified.	1	\$1,449.00	\$1,449.00
Pee-SF660	Security SmartMount Universal Flat Mount For 39" to 80" TVs	1	\$219.00	\$219.00
Cre-DM-NVX-D30	DM NVX@4K60 4:4:4 HDR Network AV Decoder	1	\$1,430.00	\$1,430.00
Video Processing , Distribution and Control				

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Video Source Distribution				
Cre-DMF-CI-8	DigitalMedia™ Card Chassis for DM-NVX-C & DMCF, 8 Slots	2	\$2,200.00	\$4,400.00
Cre-DM-NVX-E30C	DM NVX@4K60 4:4:4 HDR Network AV Encoder Card	11	\$1,430.00	\$15,730.00
Cre-DM-NVX-360C	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	5	\$1,980.00	\$9,900.00
Jupiter Video Wall Processing System				
Jup-Quote #CONSTANT- 25006250791-A	Lee's Summit RTIC - REV 01	1	\$43,896.00	\$43,896.00
Jup-CatalystV-4HC- 8HD4K30-1SPDEC- 1SSD-32RAM-2PSU	Configuration Lee's Summit - RTIC - Jupiter Option - REV01	1	\$31,494.00	\$31,494.00
Jup-D-CAN-001-01	Canvas Client-Floating License	2	\$0.00	\$0.00
Jup-D-CAN-000-01	Canvas Server Standalone License	1	\$0.00	\$0.00
Jup-CatalystV.CPU KIT	Catalyst V Base Unit: Includes one 5-612-058-00 550W PSU, one 4-540-343-00 X12SCV-LVDS Single Core PCIe 3.0 Motherboard,	1	\$0.00	\$0.00
Jup-5-405-042-00	i5 CPU: Intel® Core™ i5 Processor	1	\$0.00	\$0.00
Jup-4-408-092-00	Catalyst V 32GB Memory Kit: Catalyst V 32GB Memory Kit	1	\$0.00	\$0.00
Jup-3-540-337-00	4 Channel DP GPU:	1	\$0.00	\$0.00
Jup-2-540-334-01	4 Channel HDMI Capture Board: 4 Channel HDMI capture. Includes four 4-750-163-00: Mini-HDMI to Female HDMI Adapter. Supports up to four channels of HD, 4K30. Supports 8 total windows total per board, regardless of resolution.	2	\$0.00	\$0.00
Jup-3-540-304-02	Single Port Decoder Card: IP Decoding Board: 1 RJ-45 Ethernet Port. Supports 2x UHD60, 4x UHD30, 8x HD60, 16x HD30, 25x 720P60, 32x 720P30, 50x D1 per board. Supports RTSP transport streams only.	1	\$0.00	\$0.00
Jup-4-619-061-06	250GB SATA SSD on Carrier: 250GB SATA SSD on Carrier, Spare	1	\$0.00	\$0.00
Jup-5-612-058-00	550W PSU: Catalyst V 550W redundant power supply	1	\$0.00	\$0.00
Jup- CATALYSTV.NORAI	No RAID Option for Catalyst V: No RAID Option for Catalyst V	1	\$0.00	\$0.00
Jup-5-649-007-01	Mains Power Cord for USA: AC power cord, USA, 7.5ft	2	\$0.00	\$0.00
Jup-3-CAV-000-00	(Catalyst V Basic Spares Kit) Includes one 4-615-050-00 Catalyst V Mid-Chassis 1 Fan, one 4-619-070-04 1TB SATA SSD on Carrier and one 5-612-058-00 550W PSU.	1	\$783.00	\$783.00
Jup-JUP-CARE-FC	Additional Years of Jupiter Care. The first two years of limited Hardware Warranty, Software Support & Updates are included.	3	\$3,873.00	\$11,619.00
Cre-DMF-CI-8	DigitalMedia™ Card Chassis for DM-NVX-C & DMCF, 8 Slots	2	\$2,200.00	\$4,400.00
Cre-DM-NVX-E30C	DM NVX@4K60 4:4:4 HDR Network AV Encoder Card	4	\$1,430.00	\$5,720.00
Cre-DM-NVX-360C	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	8	\$1,980.00	\$15,840.00
Miscellaneous Parts	Miscellaneous Parts	1	\$2,830.00	\$2,830.00
Encoders for Workstations and Laptops				
Cre-DM-NVX-E30	DM NVX@4K60 4:4:4 HDR Network AV Encoder	4	\$1,430.00	\$5,720.00
Cre-DM-NVX-363	DM NVX@4K60 4:4:4 HDR Network AV Encoder/Decoder with Downmixing and Dante® Audio	5	\$2,772.00	\$13,860.00
Spare NVX Components and Endpoints				
Cre-DM-NVX-E30	DM NVX@4K60 4:4:4 HDR Network AV Encoder	1	\$1,430.00	\$1,430.00
Cre-DM-NVX-E30C	DM NVX@4K60 4:4:4 HDR Network AV Encoder Card	1	\$1,430.00	\$1,430.00
Cre-DM-NVX-363	DM NVX@4K60 4:4:4 HDR Network AV Encoder/Decoder with Downmixing and Dante® Audio	1	\$2,772.00	\$2,772.00
Cre-DM-NVX-360	DM NVX@4K60 4:4:4 HDR Network AV Encoder/Decoder	1	\$2,278.00	\$2,278.00
Cre-DM-NVX-360C	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	1	\$1,980.00	\$1,980.00

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Cre-DMF-CI-8	DigitalMedia™ Card Chassis for DM-NVX-C & DMCF, 8 Slots	1	\$2,200.00	\$2,200.00
Cre-DM-NVX-DIR-160	DM NVX Director® Network AV Switching Appliance, 160 Endpoints	1	\$12,650.00	\$12,650.00
Cre-CP4N	4-Series™ Control System	1	\$3,080.00	\$3,080.00
Secure Multi-Site Streaming				
Cre-DM-NVX-360C	DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder Card	4	\$1,980.00	\$7,920.00
AMX-AMX-N33E001	Networked AV; NMIX-ENC-N3312D-C 4K60 H.26x Dante AV-H & 1080p H.26x Dual-Stream Encoder Card	2	\$1,850.00	\$3,700.00
AMX-AMX-N33D001	Networked AV; NMIX-ENC-N3312D 4K60 H.26x Dante AV-H & 1080p H.26x Dual-Stream Encoder	2	\$1,850.00	\$3,700.00
KVM for viewing and control of rack sources (max 8 sources per KVM)				
Mid-RM-KB-LCD17KVMHD	KB W/LCD DIG D/SPLY & KVM	1	\$5,830.00	\$5,830.00
USB Extenders for Rack Content PCs				
Log-920-008671	Logitech MK540 Advanced	2	\$59.99	\$119.98
Network switch				
Net-GSM4352PB-100NES	M4300-S2G-POE+ MANAGED SW APS1000VW	2	\$4,617.39	\$9,234.78
Control System				
Cre-CP4N	4-Series™ Control System	1	\$3,080.00	\$3,080.00
AMX-AMX-UTP1011	Touch Panels; AMX Varia, 10.1" Touch Panel (No-Comm)	4	\$3,175.00	\$12,700.00
AMX-AMX-UMT1001	User Interface Accessories; AMX Varia, Angle-Selected Tabletop Stand for VARIA-150 & VARIA-150N	4	\$265.00	\$1,060.00
AMX-FG2106-04	Integration Software; Touch Panel license for iPhone. Purchase through partner only - see link	1	\$5,665.00	\$5,665.00
Cable Cubby for Conference Room or Collab Tables				
Cable Cubby 1402 - Conference Room Table - V01	Conference Room Table to USW Extender with US power and data	1	\$2,122.00	\$2,122.00
Ext-70-1185-02	Cable Cubby 1402 Black, No AC	1	\$930.00	\$930.00
Ext-60-1697-01	AC+USB 224 US w 9.5' Cord	2	\$390.00	\$780.00
Ext-70-1076-22	AAP SuperPlate 120, Black	1	\$174.00	\$174.00
Ext-70-100-11	AAP (2) RJ45 F-F BLACK	1	\$82.00	\$82.00
Ext-70-090-11	AAP BLANK PLATE BLACK	2	\$28.00	\$56.00
Quad Output Rack Content PC				
OFE Quad Output PC				
NUC PC for Video Conferencing				
OFE NUC VTC PC				
Video Conferencing System				
Logitech Pro 2 PTZ Camera and Extender				
Ave-COM520PR3	AVER CAM520 Pro3 Conference Camera	1	\$1,439.99	\$1,439.99
Sou-RCU2E-B30	RemoteCamUSB2E™ [USB2.0UVC + Ethernet + 5V/12V PoE Camera Power+Bi-Directional Audio]	1	\$1,945.00	\$1,945.00
Sou-RCM-JNI	RCM™ On Wall Mount: Universal Rectangular Camera Base	1	\$190.00	\$190.00

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Audio System				
Audio De-embedder for CATV Sources				
Ext-60-1870-12	D/A2 HD 8K AE , De-Embedder	2	\$920.00	\$1,840.00
Audio Summing Cables for OFE Content PCs				
Ext-60-738-01	ASA111	3	\$86.00	\$258.00
Desktop Mics				
Ele-PC-Boundary	Electrovoice PC Boundary desktop mic	4	\$329.00	\$1,316.00
Table Mics				
Shu-MXA310W	Dante Boundary Layer Microphone - White Finish	1	\$999.00	\$999.00
Audio DSP				
Bla-TesiraFORTE DAN VT	TesiraFORTE DAN VT	2	\$5,170.00	\$10,340.00
Audio Amplifiers				
Ext-60-850-01	XPA.2001-70V, Amplifier	1	\$870.00	\$870.00
Speakers quoted as pairs				
Ext-60-1310-03	SF 26CT, Speakers (Pair)	8	\$670.00	\$5,360.00
Equipment Rack and parts				
Standard 44RU AV Racks				
Mid-VRK-44-36H	44SP/36D VIDEO RACK HORIZ	2	\$3,868.00	\$7,736.00
Mid-LVFD-44	44SP LARGE PERF FD JNV/BK	2	\$880.00	\$1,760.00
Mid-MVV-10FT	10FAN TOP OPT. MRK/WRK(BL	2	\$107.00	\$214.00
Mid-GUARD-10	10 FAN GUARD	4	\$80.00	\$320.00
Mid-FAN-254	254MM FAN, 220V/VW/CORD	4	\$395.00	\$1,580.00
Mid-SPN-44-36	PR BLK 44SP, 36DP SIDE P.A.	1	\$1,373.00	\$1,373.00
CTI-RACK-ACCESSORIES	Hardware Kit Per Rack	2	\$2,876.00	\$5,752.00
Mid-CC-44-36	CABLE CHASE FOR 44SP, 36D	1	\$389.00	\$389.00
Extron rack shelves and extender mounting brackets				
Ext-60-190-01	RSJ 129 GRAY	17	\$182.00	\$3,094.00
Ext-70-077-01	MBU 125	8	\$62.00	\$496.00
Rack Power Distribution				
208v PDUs				
Tri-PDUMNH32HVAT	PDU Monitored 7.4kW 230V ATS IEC309 32A	2	\$1,604.48	\$3,208.96
Apc-AP8641	APC Rack PDU, 2G, metered by outlet, with switching, 0U, 30A, 200V and 208V, 21 C13 and 3 C19 sockets	2	\$2,850.00	\$5,700.00

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Cable and adapters			
Bulk Cabling provided by Constant - cable pull labor not included			
Bulk Cabling			
Wel-T2404L6SHP-black Description - CAT6 /STP / 550 Mhz / Plenum Cable 1000'	8	\$956.00	\$7,648.00
Lib-20-2C-PSH-WHT COMMERCIAL 20/2 OASH CMP WHT	1	\$367.67	\$367.67
Lib-22-2P-PINDSH-BLK COMMERCIAL 22/2P IND SH CMP BLK	1	\$539.20	\$539.20
Lib-16-2C-TTP-BLK TIGHT TUBE 16/2 CMP BLACK	1	\$465.28	\$465.28
Rack and workstation connection cables			
Cable Bundle Estimate Large Cable estimate for cable plus terminations for install	1	\$14,900.00	\$14,900.00
Service and Support			
ConstantUptime Premier 1 Year Coverage Premier Service and Support Agreement 1 Year Coverage	5	\$16,200.00	\$81,000.00
Material-Total:			
			\$480,961.86
Labor			
Item Id	Description	Qty	Total
AV Project Services			
Project Management	Project Management Labor	1	\$6,600.00
Engineering and Construction Drawings	Project Engineering and Construction Drawings	1	\$3,960.00
Rack Fabrication and Technology Integration	Offsite Rack Fabrication and Technology Integration	1	\$5,250.00
Onsite Install	Project Onsite Install Labor	1	\$47,250.00
Onsite Commissioning, Testing and Training	Project Onsite System Commissioning, Testing and Training	1	\$7,000.00
Programming	Custom programming for control systems	1	\$8,600.00
Travel	Travel Charges	1	\$29,400.00
Project Management Expenses	Project Management Expenses	1	\$3,400.00
Constant Post Install Training	Onsite Post Install Training and Support visit - 1 engineer for 2 days - Must be scheduled within 90 days of client acceptance of original install	1	\$5,050.00
Labor-Total:			\$116,510.00

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	Net Sale :	\$597,471.86
	Freight :	\$16,914.00
Invoice Term : Progressive Billing—Net 30 Payment Terms	Your Price :	\$614,385.86

Accepted by: _____

Date: _____



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Disclaimer

CONSTANT TECHNOLOGIES requires the following items prior to providing a firm schedule: •PURCHASE ORDER •SIGNED DRAWINGS •ACCEPTED TERMS •APPROVED FINISHES •DOWN PAYMENT •LOGISTICS INFORMATION SHEET

Parts and final quantities are subject to change post contract award during 100% design review.

For all purchase orders and inquiries, please contact:

Finance Department
Constant Technologies, Inc.
Tel: 401-294-7171

Purchase Orders:
Please send all purchase orders to orders@constanttech.com.

Payments:
All payments should be directed to finance@constanttech.com.

Headquarters Address:
125 Steamboat Avenue
North Kingstown, RI 02852
Office Phone: (401) 294-7171
Fax Number: (401) 294-7505
Website: www.constanttech.com

Federal Tax ID# 22-2503954
Dun & Bradstreet# 04-933-5102
NAICS Code: 334310
Cage Code: 1MDG8
Company Type: Corporation
State of Incorporation: New Jersey
Date of Incorporation: October 24, 1983

TECHNOLOGY AND HARDWARE LIMITED WARRANTY:

- Constant Technologies warrants to the original purchaser that the equipment sold as part of the integrated audio-visual system will be free of material and manufacturing defects for one year from the date of shipment, and/or transfer of ownership.
- This warranty is made only to the original purchasing entity, and only for the equipment as installed by Constant Technologies technicians.
- Warranty coverage terminates when changes, reconfigurations, or relocations are made to the equipment without the consent and supervision of Constant Technologies.
- Warranty coverage of an item also terminates when the original purchaser sells, transfers, or otherwise disposes of a covered item.
- Constant Technologies will arrange for the replacement of any warranted parts found to be defective within the terms of the warranty.

THIS TECHNOLOGY AND HARDWARE LIMITED WARRANTY DOES NOT COVER:

- Damage to equipment, or equipment malfunction, due to external causes.
- Examples include, but are not limited to accident, abuse, misuse, electrical power failure or malfunction, incorrect environmental conditions, or other Acts of God.
- Lack of compatibility with signals and/or hardware other than previously approved by, or supplied by, Constant Technologies, Inc.
- Labor, travel, and shipping expenses necessitated by faulty equipment.

There are no other warranties except as expressly set forth above, neither express or implied, including any warranty of merchantability or fitness for any particular purpose. We specifically exclude and will not pay consequential or incidental damages under this warranty.

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Lee's Summit PD RTCC - Design Option SK06 REV02

Quote#: 16975

Lee's Summit Police Department

10 NE Tudor Rd,
Lee's Summit, MO 64086

Prepared By

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Issue Date: 10/31/2025
Expiration Date: 11/30/2025



Your Trusted Partner for **Video Wall Solutions & Control Room Furniture**

Executive Summary

Constant Technologies is a global leader in mission-critical operations center design and implementation, with over 40 years of experience and thousands of successful integrations worldwide. We simplify the complexities of building and managing command and control centers, allowing our clients—such as Meta, CVS Health, Boeing, and the U.S. Department of Defense—to focus on their core operations while we handle the intricacies of design, installation, and support.

We start with understanding your unique needs and vision. Our team simplifies this complex process by offering end-to-end solutions, from initial architectural planning to advanced AV system integration, custom console design, and 24/7 support. Dedicated project managers oversee every phase, ensuring smooth execution and a seamless experience for our clients. By managing every detail—from site surveys and engineering to installation and testing—we allow our clients to focus on their core mission while we ensure their operations centers perform flawlessly.

Commitment to Quality:

Our commitment to quality goes beyond delivering cutting-edge solutions. At Constant Technologies, we ensure every project is completed on time, within budget, and exceeds client expectations. With decades of experience and a deep understanding of mission-critical environments, we manage every aspect of your project with precision, ensuring a seamless experience from start to finish.

Industries Served:

- **Public Safety:** Real-time crime centers (RTCCs), emergency operations centers (EOCs)
- **Federal:** Command and control solutions for defense and national security
- **Technology:** Advanced security operations centers for leading tech firms
- **Healthcare:** Patient care and mission control command centers
- **Finance:** Global threat protection and security operations
- **Loss Prevention:** Cybersecurity and physical security operations centers
- **Fleet Operations:** Centralized fleet monitoring systems
- **Utilities:** Electric and gas transmission and distribution, and municipal utility control centers
- **Process Control:** Petrochemical, pulp/paper, and manufacturing control centers

At Constant Technologies, we remove the complexity of operations center management so you can focus on what matters most: your mission. With our expert team managing every phase of the process, you can be confident that your operations center will perform flawlessly, 24/7.



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Certifications





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Material				
ItemId	Description	Qty	Unit Price	Total
CONSOLES & FURNISHINGS				
RTIC AREA				
OEM-CTI-FRE-CUSTOM-L9090	Custom L-Shaped Freedom Series Beam LIFT Console, Single Position, 90"wx 90"d	2	\$14,995.36	\$29,990.72
OEM-CTI-END-FRE	End Panel, Freedom Console 24" x 21" - Standard HPL Finish	4	\$171.16	\$684.64
OEM-CTI-CRE-PEN-96-130D-1CPC	Console Double-Sided Storage Peninsula, 96"wx 29"d x 30"h, (1) 30"wx Double-Sided Drawer Base Cabinet, (1) Rear Cable Path Cabinet, Modesty Panel & Worktop w/ Grommets & 3mm PVC Edgebanding, Standard HPL Finish	1	\$4,563.57	\$4,563.57
OEM-CTI-FPP-CUSTOM-6024STND	Custom Fabric Privacy Panel, Desktop Stand, 60"wx 24"h	1	\$682.85	\$682.85
OEM-CTI-CRE-BASE302430	Storage Credenza Base w/ HPL Doors, Adj Shelf, Standard HPL Top and Cable Brush - 24" d x 30" w x 30" h	10	\$1,363.21	\$13,632.10
OEM-CTI-CRE-END PANEL	Storage Credenza End Panel, Standard HPL Finish	6	\$178.48	\$1,070.88
OEM-CTI-ENDUR-72	Endurance Series Beam LIFT Console, Single Position, 72"wx 34"d	3	\$5,487.16	\$16,461.48
OEM-CTI-ENDUR-TECHCAB	Endurance Series PC Tech Cabinet w/ Adj Shelf	3	\$1,730.93	\$5,192.79
OEM-CTI-END-ENDUR	End Panel, Endurance Console, 19" x 20" - Standard HPL Finish	1	\$159.64	\$159.64
OEM-CTI-TAB-CUSTOM-ADJ9636	Custom Adjustable Height Collaboration Table, 96"wx 36"d, Standard HPL Finish	1	\$5,866.34	\$5,866.34
OEM-CTI-LOCKER-DBL121866-L-ELOCK	Double Locker, 12"wx 18"d x 66"h Overall - 30" x 10.5" Interior Dim. Per Compartment, Full Pull, 6 Left-Hinged Door, (2) Coat Hooks Per Compartment, E-Lock Option (E)	6	\$1,268.99	\$7,613.94
OFFICE				
OEM-CTI-ENDUR-72	Endurance Series Beam LIFT Console, Single Position, 72"wx 34"d	1	\$5,487.16	\$5,487.16
OEM-CTI-END-ENDUR	End Panel, Endurance Console, 19" x 20" - Standard HPL Finish	2	\$159.64	\$319.28
OEM-CTI-CRE-PEN-84-130	Console Side Storage Peninsula, 84"wx 24"d x 30"h, (1) 30"wx Adjustable Shelf Storage Cabinet, Modesty Panel & Worktop w/ Grommets & 3mm PVC Edgebanding, Standard HPL Finish	1	\$3,027.50	\$3,027.50
OEM-CTI-CRE-BASE301630	Storage Credenza Base w/ HPL Doors, Adj Shelf, Standard HPL Top and Cable Brush - 16" d x 30" w x 30" h	4	\$1,260.62	\$5,042.48
OEM-CTI-CRE-END PANEL	Storage Credenza End Panel, Standard HPL Finish	2	\$160.67	\$321.34
OPTIONS & ACCESSORIES				
OEM-CTI-CPUFXD-12	CPU Shelf - Fixed - 12" deep x 20" wide	8	\$80.09	\$640.72
OEM-CTI-FAN-80	Ultra-Quiet 80mm USB Fan with Speed Controller and AC Wall Adapter, Single Fan with Mounting Bracket	4	\$99.89	\$399.56
OEM-CTI-PWR-1920A-10C10	Power Strip, Upper Wire Tray - 19"L, 20A, 10 Outlet, 10' Cord w/ Molded Plug	8	\$110.12	\$880.96
OEM-CTI-PWR-1920A-10C6	Power Strip, Lower Wire Tray & Tech Cabinets - 19"L, 20A, 10 Outlet, 6' Cord w/ Molded Plug	4	\$103.23	\$412.92
OEM-CTI-PWR-1620A-8C6	Power Strip, Tech Cabinet - 16"L, 20A, 8 Outlet, 6' Cord w/ Molded Plug	3	\$93.71	\$281.13

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OEM-CTI-MON-7500	Articulating Monitor Arm - 27" Extension with Beam Mounting Bracket & 100x100 VESA Plate	18	\$498.98	\$8,981.64
OEM-CTI-CONV-BEAM-2P1A1C	Convenience Jack, Beam Mount Unit, (2) AC Power / (1) USB-A Charger / (1) USB-C Charger, 10' Power Cord	6	\$153.75	\$922.50
OEM-CTI-LGT-RGBLED-ACCDN	RTIC Console RGB LED Accent Lighting Solution, Downlighting Under Worktop, Connected and Controlled with Single RF Remote	7	\$145.19	\$1,016.33
OEM-CTI-LGT-RGBLED-TECHCAB	RTIC Console RGB LED Accent Lighting Solution, Tech Cabinet Accent/Service Lighting, Connected and Controlled with Single RF Remote	3	\$126.83	\$380.49
OEM-CTI-LGT-RGBLED-REM-4Z	RGB LED Accent Lighting Solution, Four Zone 2.4Gz RF Remote	2	\$44.50	\$89.00
OEM-CTI-PED-CUSH-BF-23	Mobile Cushion Top Box/File Pedestal, 22-5/8"h x 18-7/8"d x 15-1/4"w- Steel	2	\$417.98	\$835.96

Material Total: \$114,957.92

Labor

Item Id	Description	Qty	Total
	Console Installation Services		
Onsite Install	Constant Technologies Console Installation: Includes unloading, layout and installation of all consoles and CTI provided accessories	1	\$15,000.00
Onsite Install- OFE Equipment	OFE Monitor Installation: Includes unboxing, installing, counter-balancing and cable management of (18) OFE monitors onto monitor arms (Monitor video and power cables provided by Client)	1	\$800.00
Travel	Travel Expenses	1	\$7,700.00

Freight costs are estimated at this time. Final freight costs to be determined prior to delivery

Labor Total: \$23,500.00

Net Sale : \$138,457.92
Freight : \$6,000.00

Invoice Term : Progressive Billing - Net 30 Payment Terms

Your Price: \$144,457.92

Accepted by: _____

Date: _____

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Disclaimer

CONSTANT TECHNOLOGIES requires the following items prior to providing a firm schedule: •PURCHASE ORDER •SIGNED DRAWINGS •ACCEPTED TERMS •APPROVED FINISHES •DOWN PAYMENT •LOGISTICS INFORMATION SHEET

Parts and final quantities are subject to change post contract award during 100% design review.

For all purchase orders and inquiries, please contact:

Finance Department
Constant Technologies, Inc.
Tel: 401-294-7171

Purchase Orders:
Please send all purchase orders to orders@constanttech.com.

Payments:
All payments should be directed to finance@constanttech.com.

Headquarters Address:
125 Steamboat Avenue
North Kingstown, RI 02852
Office Phone: (401) 294-7171
Fax Number: (401) 294-7505
Website: www.constanttech.com

Federal Tax ID# 22-2503954
Dun & Bradstreet# 04-933-5102
NAICS Code: 334310
Cage Code: 1MDG8
Company Type: Corporation
State of Incorporation: New Jersey
Date of Incorporation: October 24, 1983

CONSOLE AND TECHNOLOGY FURNITURE LIFETIME WARRANTY:

- Constant Technologies warrants to the original purchaser that our Consoles and Technical Furniture will be free from defects in workmanship, given normal use and care, for the lifetime of their use.
- Textiles, decorative trim and electrical components are warranted to be free from defects in materials and workmanship for a period of one year from date of initial shipment. Electric lifting columns are warranted to be free from defects in materials and workmanship for a period of five years from the date of initial shipment. Paint finishes are warranted to be free from defects for five years from date of initial shipment.
- This warranty applies only to products manufactured by Constant Technologies, and is made only to original purchasers acquiring products through our dealers or directly from Constant Technologies.
- Warranty coverage ends when the original purchaser sells, transfers or otherwise disposes of a covered item.
- Constant Technologies will repair or replace, at its sole discretion, any parts of the warranted products found to be defective within the terms of the warranty.

THIS CONSOLE AND TECHNOLOGY FURNITURE LIFETIME WARRANTY DOES NOT COVER:

- Damage due to external causes, including accident, abuse beyond specified tolerances, misuse, problems with electrical power, improper application, negligence or installation by parties other than Constant Technologies and its authorized dealers.
- Damage occurring during unloading or after delivery when the buyer purchases consoles only and does not use professional installation services provided by Constant Technologies or its authorized dealers.
- Changes, reconfiguration, or relocation made to the equipment without the consent and supervision of Constant Technologies.
- Customer's Own Material (COM) specified by the customer that is not a standard Constant Technologies offering
- Color, grains, or texture of laminate and other covering materials due to natural variations over which Constant Technologies has no control.

There are no other warranties except as expressly set forth above, neither express or implied, including any warranty of merchantability or fitness for any particular purpose. We specifically exclude and will not pay consequential or incidental damages under this warranty. CONSTANT TECHNOLOGIES requires the following items prior to providing a firm schedule: • PURCHASE ORDER • SIGNED DRAWINGS • ACCEPTED TERMS • APPROVED FINISHES • DOWN PAYMENT • LOGISTICS INFORMATION SHEET

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