

THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA

Contract for Goods & Services

This Contract entered into on the date last written below, by and between: Integrated Fire and Security Solutions (Technologies) (the "Contractor") and The School Board of Monroe County, Florida ("School Board" or "MCSB"), as contracting agent for the School District of Monroe County, Florida ("School District"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall be from: (insert dates – contract may be for a school year)

November 15, _____, 2019 to December 31, _____, 2019.

This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide the following goods/services:

Badging License with Camera Kit and Badging Printer and Accessories (see attached quote)

If documentation of the specific goods/services is attached, said documentation is labeled as *Exhibit "A"* to this Contract and is incorporated herein by reference. In the event of a conflict between the terms of this Contract and any exhibit, the terms of this Contract shall control, unless otherwise agreed in writing as an amendment pursuant to the terms for such as provided herein.

3. COMPENSATION

School Board shall pay Contractor the sum of \$ 28,195.20 (NTE-Not to exceed price) to provide said goods/services pursuant to this Contract. No payment shall be due until an invoice for the goods/services has been submitted for payment and the School Board verifies that all services have been fully and satisfactorily completed. The School Board will make diligent efforts to verify and pay invoices within one (1) payment cycle after receipt. If alternate payment TERMS are required they must be outlined below.

4. INSURANCE

Contractor agrees to secure and maintain at all times during the term of this Contract, at Contractor's expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. All Contractor staff are to be insured in minimum amounts acceptable to the Monroe County School Board and with a reputable and financially viable insurance carrier, naming The School Board of Monroe County, Florida as an additional insured. Such insurance shall not be cancelled except upon thirty (30) days written notice to the MCSB. Contractor shall provide MCSB with a certificate evidencing such insurance coverage within five (5) days after obtaining such coverage. Contractor agrees to notify MCSB immediately of any material change in any insurance policy required to be maintained by Contractor.

Contractor is required to obtain the following coverage, with documentation of having obtained such coverage being attached hereto as *Exhibit " B "*:

- ☒ **General Liability Insurance**
Amount: n/a
- ☒ **Professional Liability Insurance**
Amount: n/a
- ☒ **Vehicle Liability Insurance**
Amount: n/a
- ☐ **Workers Compensation Insurance**
Amount: n/a

5. COMPLIANCE WITH LAWS AND POLICIES

Contractor agrees to comply with all current Monroe County School Board Policies and all applicable local, state and federal laws, including laws pertaining to the confidentiality of student records and public records requests. Contractor agrees that MCSB has the right to unilaterally and immediately cancel this Contract upon refusal by Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the contract, unless the records are exempt from s.24(a) of Art. I of the State Constitution and s.119.07(1). Should cancellation be necessary under this clause, MSCB is required only to provide written notice to Contractor, effective upon receipt of notice, which shall be documented.

6. INDEPENDENT CONTRACTOR STATUS

The Contractor is, for all purposes arising under this Contract, an independent contractor. The Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the School/Department. No officer, agent or employee of the Contractor or School/Department shall be deemed an officer, agent or employee of the other party. Neither the Contractor nor School/Department, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

7. BACKGROUND CHECKS/FINGERPRINTING

In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes as well as with the requirements of HB 1877, The Jessica Lunsford Act, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

Contractor agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor agrees to provide MCSB with a list of all employees and/or sub-contractors who have completed background screenings as required by the above-referenced statutes and that meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or sub-contractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor's employees, who was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a material breach of the contract entitling MCSB to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

8. TERMINATION

A. WITHOUT CAUSE

This Contract may be terminated for any reason by either party upon thirty (30) days written notice to the other party at the addresses set forth below. If said Contract should be terminated as provided in this paragraph of the Contract, the MCSB will be relieved of all obligations under said contract and the MCSB will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits.

B. TERMINATION FOR BREACH

Either party may terminate this Contract upon breach by the other party of any material provision of this Contract, provided such breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party.

C. IMMEDIATE TERMINATION BY MCSB

School Board may terminate this Contract immediately upon written notice to Contractor (such termination to be effective upon Contractor's/Individual's receipt of such notice) upon occurrence of any of the following events:

- i. the denial, suspension, revocation, termination, restricting, relinquishment or lapse of any license or certification required to be held by the Contractor, or of any Company/Individual staff's professional license or certification in the State of Florida;
- ii. conduct by Contractor or any Company/Individual staff which affects the quality of services provided to the School Board or the performance of duties required hereunder and which would, in the School Board's sole judgment, be prejudicial to the best interests and welfare of the School Board and/or its students;
- iii. breach by Contractor or any Company/Individual staff of the confidentiality provisions of this Contract or the Family Educational Rights and Privacy Act (FERPA);
- iv. failure by Contractor to maintain the insurance required by the terms of this Contract.

9. ASSIGNMENT

Neither Contractor nor the Monroe County School Board may assign or transfer any interest in this Contract without the prior written consent of both parties. Should an assignment occur upon mutual written consent, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and assigns.

10. AMENDMENT

This Contract may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the Monroe County School Board.

11. INDEMNIFICATION, GOVERNING LAW & VENUE

Contractor shall indemnify and hold harmless the Monroe County School Board from and against any and all claims, liabilities, damages, and expenses, including, without limitation, reasonable attorneys' fees, incurred by the MCSB in defending or compromising actions brought against it arising out of or related to the acts or omissions of Contractor, its agents, employees or officers in the provision of services or performance of duties by Contractor pursuant to this Contract.

This Contract shall be construed in accordance with the laws of the State of Florida. Any dispute arising hereunder is subject to the laws of Florida, venue in Monroe County, Florida. The prevailing party shall be entitled to reasonable attorney's fees and costs incurred as a result of any action or proceeding under this Contract.

12. REPRESENTATIONS, WARRANTIES & DEBARMENT

Contractor represents and warrants to the School Board, upon execution and throughout the term of this Contract that:

- A) Contractor is not bound by any Contract or arrangement which would preclude it from entering into, or from fully performing the services required under the Contract;
- B) None of the Contractor's agents, employees or officers has ever had his or her professional license or certification in the State of Florida, or of any other jurisdiction, denied, suspended, revoked, terminated and/or voluntarily relinquished under threat of disciplinary action, or restricted in any way;
- C) Contractor has not been convicted of a public entity crime as provided in F.S. §287.133, to wit: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid, proposal, or rely on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list; and
- D) Contractor and Contractor's agents, employees and officers have, and shall maintain throughout the term of this Contract, all appropriate federal and state licenses and certifications which are required in order for Contractor to perform the functions, assigned to him or her in connection with the provisions of the Contract.
- E) The Vendor certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:
 - (i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 29 CFR Part 93, Section 98.510, by any federal department or agency;
 - (ii) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (iii) Has not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

13. CONFIDENTIALITY

Contractor recognizes and acknowledges that by virtue of entering into this Contract and

providing services hereunder, Contractor, its agents, employees and officers may have access to certain confidential information, including confidential student information and personal health information. Contractor agrees that neither it nor any Contractor agent, employee or officer will at any time, either during or subsequent to the term of this Contract, disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Monroe County School Board in writing, any confidential student information, personal health information or other confidential/personally identifiable information. Contractor, its agents, employees and officers shall comply with all Federal and State laws and regulations and all Monroe County School Board policies regarding the confidentiality of such information.

14. BILLING

Bills for fees or compensation under this contract shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Further, bills for any travel expenses shall be submitted in accordance with Florida Statute §112.061 where applicable.

15. THIRD-PARTY BILLING AND PAYMENT

To the extent applicable with regard to the services provided in this Contract, the Contractor shall cooperate with School Board representatives to determine the eligibility of a referred student for third-party benefits and to bill cooperatively the third-party for services provided to the referred student. Should the third-party decline to pay for billed services, or should the third-party only make partial payment for billed services, Contractor shall provide appropriate documentation to School Board and will assist the School Board in any administrative or appeals process regarding eligibility or payment as may be requested by the School Board. Contractor shall not be entitled to bill nor accept third-party payment without authorization of the School Board and Contractor agrees that School Board shall not be obligated to make any payment that exceeds the rate referred to in the paragraph governing Compensation. The Contractor shall provide service documentation in accordance with professional standards and School Board criteria as requested.

16. CONTRACT RECORDS RETENTION

Pursuant to Florida Statute 119.0701, contractor agrees to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the School Board in order to perform the service.
- (b) Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the School Board.
- (d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the contractor or keep and maintain public records required by the School Board to perform the service. If the contractor transfers all public records to the School Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

Failure of Contractor to comply with this section and F.S. §119.0701 may include, but not be limited to, the School Board holding the contractor in default, termination of the contract or legal action.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (Records@KeysSchools.com) OR MAIL TO: MONROE COUNTY SCHOOL DISTRICT, ATTN: CUSTODIAN OF PUBLIC RECORDS, 241 TRUMBO ROAD, KEY WEST, FL 33040 OR CALL (305)293-1400).

17. ETHICS CLAUSE

Contractor warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former Monroe County School District officer or employee. For breach or violation of this provision the Monroe County School District may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift or consideration paid to the former Monroe County School District officer or employee.

18. CONFLICT OF INTEREST

The following provisions shall apply for conflict of interest. Any violation of these provisions by a School District employee may be grounds for dismissal. No contract for goods or services may be made with any business organization in which the Superintendent or a School Board member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable goods/service, at a lower cost to the School Board. No School Board member or officer, or School District officer or employee, may directly or indirectly purchase or recommend the purchase of goods or services from any business organization which they or their near relative have a material interest as defined by §112.313, Florida Statutes, except as allowed by DOE Interpretative Memorandum No. A-20. No School Board member, School District employee or official may receive gifts or any preferential treatment from vendors. Such members, officers, officials or employees shall not be prohibited from participating in any activity or purchasing program that is offered to all School District employees or in School District surplus sales, provided there is no preferential treatment.

19. SEVERABILITY

The parties recognize and agree that should any clause(s) herein be held invalid by a Court of competent jurisdiction, the remaining clauses shall not be affected and shall remain of full force and effect.

20. COUNTERPARTS

This Contract may be executed in one or more counterparts, all of which together shall constitute only one Contract.

21. WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure to perform. Any waiver of insurance requirements as provided by this Contract and/or the policies of the School Board does not relieve the Contractor of the indemnification provisions contained within this Contract.

22. CAPTIONS

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Contract.

23. ENTIRE CONTRACT

The parties hereto agree that this is the final Contract between the parties and supercedes any and all prior Contracts and/or assurances, be it oral or in writing.

24. LIQUIDATED DAMAGES

Contractor agrees to complete the services covered by this agreement prior to the contract expiration date listed in Section I entitled "TERMS." In the event that the services are not completed by the expiration date, Contractor hereby agrees to pay damages of no less than \$ 0 per day/week/month for each day/week/month the services remain incomplete after the expiration of the contract.

25. BONDING

In accordance with FS 255.05(1) a payment and/or performance bond is required on this project in the amount of \$ 0. As part of the bid process, proof of bonding capability was required. Proof of bonding capability submitted by Contractor is attached hereto as Exhibit A – Vendors Response/Proposal, and is incorporated by reference. Upon contract approval by the School Board, the bond must be submitted to MCSD prior to the notice to proceed being issued or Contractor beginning work. That proof of bond will be attached hereto as Exhibit _____, and shall be incorporated by reference.

26. NOTICES

All notices required by this Contract, unless otherwise provided herein, by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

Monroe County School Board:
Superintendent
Monroe County School District

241 Trumbo Road
Key West, FL 33040

With a copy to District Counsel
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Hwy, 3rd Floor
Islamorada, FL 33036

Contractor:

Integrated Fire and Security Solutions

5680 1st Ave. Unit 3

Key West, FL 33040

IN WITNESS WHEREOF, the parties have executed this Contract on this _____ day of

November _____, 2019 .

SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$25,000)

DATE

SIGNATURE OF SUPERINTENDENT

Jesus Carias

Digitally signed by Jesus Carias
DN: cn=Jesus Carias, o=Integrated Fire and Security
Solutions Inc, ou=Corporation, email=jcarias@ifss.com,
c=US
Date: 2019.11.15 12:13:41 -05'00'

DATE

11/15/2019

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

Jesus Carias Vice President

PRINT NAME AND TITLE

**MONROE COUNTY SCHOOL DISTRICT
BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT**

I, Jesus Carias, of the City/Township/Parrish of Miami Dade, State of Florida, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows:
Name of company/vendor: Integrated Fire & Security Solutions Inc.
Nature of services presently being offered to School District: Fire Security

2) ☐ I have (OR) ☒ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

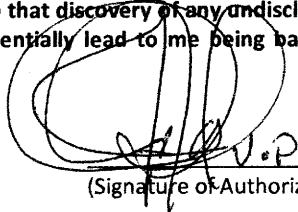
IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. _____

3) ☐ I have (OR) ☒ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) _____


The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project. I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.

11/18/19
Date

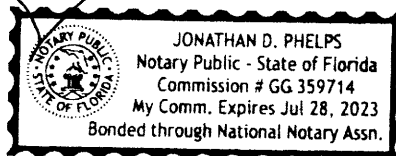

(Signature of Authorized Representative)

STATE OF Florida
COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Jesus Carias who,
☒ being personally known, ☐ or having produced _____ as identification,
and after first being sworn by me, affixed his/her signature in the space provided above on this 18 day of
November 20 19.


NOTARY PUBLIC

7/28/23
My commission expires:





Filename:
Date: 10/30/19
Version:
Job No:

Total: \$28,195.20

Job Name: **Badging Station and Printer**
Open Options Access Control
To: **Monroe County School Board**
Address: 350 Sombrero Rd
City & State: Marathon, Florida, 33050
Attn: **Michael Digby**
Title: Maintenance Department
email: Michael.Digby@KeysSchools.com

IFSS Rep: Jonathan Phelps
Cell: (305) 340-9243
email: jphelps@ifssi.com

Qty	Cat No	Description		
<u>Badging License with Camera Kit</u>				
3	DNA-IPID-CAM	Photo ID Software License, Camera, Camera Stand, Pan/Tilt Head	\$4,053.00	\$12,159.00
<u>Badging Printer and Accessories</u>				
3	FAR-89641	HDP5000 Base Model Dual Side Badge Printer	\$3,746.60	\$11,239.80
12	FAR-84052	HDP5000 YMK: Full Color ribbon with two resin Blank Panels- 500 images	\$217.00	\$2,604.00
6	FAR-84053	HDP5000 HDP Film- Approximately 1,500 images	\$121.80	\$730.80
18	FAR-82601	Polyguard 1.0 Overlamine Clear 250 count	\$71.40	\$1,285.20
3	FAR-89200	Cleaning Kit	\$58.80	\$176.40

TOTAL PRICE

\$28,195.20

Unit Pricing For Accessories(This is not included in the sale)

FAR-84052	HDP5000 YMK: Full Color ribbon with two resin black panels - 500 images.	\$620.00
FAR-84053	HDP5000 HDP Film – Approximately 1,500 images.	\$121.80
FAR-82601	Polyguard 1.0 Overlamine Clear 250 count (For use in the HDP5000 Cartridge 1-2). Used in Single & Double sided parts.	\$71.40
FAR-82600	Polyguard 0.6 mil Overlamine Clear 250 count (For use in HDP5000 Cartridge 1-2). Used in Single & Double sided parts.	\$71.40
FAR-89200	Cleaning Kit	\$58.80
9520	Allegion ISO Glossy White; 2.5k bit memory/ISO 14443; Composite.	\$4.03
9520M1	Allegion ISO Glossy White with Mag stripe; 2.5k bit memory/ISO 14443; Composite.	\$4.54

Notes:

- 1 This proposal is for materials only.
- 2 No Labor is included in this proposal.
- 3 DNA Fusion Photo ID Module can run on a server, however, it is recommended to run on a separate computer for badging purposes.
- 4 The above price includes 2 DNA Fusion Client Workstation licenses.
- 5 Included in this proposal is enough ink and laminate to print 1000 cards at each location for a total of 2000 cards.
- 6 No HID Cards are included in this proposal.
- 7 According to HIDGlobal Tech support the Allegion 9520 Card will work in the printer.

Thank you for the opportunity, we look forward to working together in the future!

INTEGRATED FIRE & SECURITY SOLUTIONS, Inc

**5680 1st Ave Unit 3 Key
West, FL 33040**

Voice (305) 340-9243 fax (954) 455-0007
EC0001085

Project:
Customer Reference:
Integrated Fire & Security Reference:
Date:
Sale Price:

Filename:
Badging Station
and Printer
10/30/19
\$28,195.20

INTEGRATED FIRE & SECURITY SOLUTIONS Terms and Conditions of Sale

1. **LIMITATION OF WARRANTY:** Purchaser understands that IFSSI is not an Insurer. Subject to the limitations below, IFSSI warrants that the Product as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of this Product or 18 months after Product shipment whichever is earlier provided, however, that IFSSI sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which IFSSI determines to be defective at IFSSI sole option and subject to the availability of service personnel and parts, as determined by IFSSI. IFSSI warrants expendable items including, but not limited to, video and print heads, television camera tubes, video monitor display tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. 'IFSSI' does not warrant devices designed to fail in protecting a system such as, but not limited to fuses and circuit breakers. 'IFSSI' warrants that any specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. 'IFSSI' sole obligation with respect to Software, and purchasers sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

2. **VALIDITY PERIOD:** The price quotes provided are valid for 30 days unless otherwise specified in writing by 'IFSSI'.

3. **INTEGRATED FIRE & SECURITY SOLUTIONS:** Purchaser others agrees that 'IFSSI' offers various levels of services and that the Purchaser, after reviewing the same, has contracted with 'IFSSI' to perform only the services described in writing in this Agreement. 'IFSSI' denies liability for materials, supplies or work provided by other persons. Unless specifically contracted for. 'IFSSI' denies any supervisory role and this Agreement shall not commit 'IFSSI' to any supervisory role, including, but not limited to the placement or routing of any wires or other Product. If this Agreement includes a quote for Monitoring Services to be supplied by IFSSI'. Purchaser agrees for himself, and any assignees to this Agreement that 'IFSSI' shall have no duty to perform such Monitoring Services until and unless the Purchaser, and any assignee including but not limited to the end-user, agree to and sign a 'IFSSI' Monitoring Agreement approved and signed by and signed by an authorized representative of 'IFSSI'

4. **CANCELLATION:** Any cancellation must be made in writing. Recognizing that 'IFSSI' damages arising from cancellation will be difficult to estimate or determine, the following changes shall be construed as liquidated damages representing an approximation of the administrative, engineering, and other costs 'IFSSI' will actually incur in reliance upon this Agreement and not as a penalty: If, prior to shipment. Purchaser cancels this Agree right to any portion thereof, for any reason not attributable to 'IFSSI'. Purchaser agrees to pay 'IFSSI' an amount equal to 20% of the price of the products canceled if the cancellation occurs more than 21 days after 'IFSSI' receives Purchaser's order or Purchaser accepts this Agreement. If Purchaser cancels after shipment, Purchaser agrees to pay the above 20% of the price of the products canceled, return the products already shipped, and to pay 'IFSSI' an additional amount equal to 30% of the value of the returned products to cover the estimated costs of transportation and restocking.

5. **LIMITATION OF REMEDY:** It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, it any, portion of any loss of injury would be proximately caused by the failure of 'IFSSI' Product and/or Software to operate, or to operate properly, or 'IFSSI' to perform any of its obligations or services described herein, UNDER NO CIRCUMSTANCES WILL 'IFSSI' LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION USE DESIGN OR FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND SOFTWARE SOLD BY 'IFSSI'. BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. THIS SUM SHALL BE THE PURCHASER'S SOLE, A COMPLETE AND EXCLUSIVE REMEDY AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES OR A LIMITATION OF LIABILITY AMOUNT AGREED ON BY THE PARTIES AND NOT AS A PENALTY. IN NO CIRCUMSTANCES WILL 'IFSSI' BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL, EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes 'IFSSI' to increase the amount of the above limitation of liability or liquidated damages amount stated in this Agreement, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will an increase in the purchase or contract price be construed to mean that 'IFSSI' is an insurer of that the obligations of obtaining and maintaining insurance are not with the Purchaser.

6. **INSURANCE OBLIGATIONS:** It is understood and agreed by the Purchaser that 'IFSSI' is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where the 'IFSSI' Product, Software or Services. Which for the basis of this Agreement are delivered, assembled, installed, used, or performed. The Purchaser agrees to list 'IFSSI' as an additional insured on all such policies and to provide 'IFSSI' a copy of the Certificate of Insurance upon request. Purchaser further agrees that the Certificate of Insurance shall contain a provision that coverage afforded under the policies will not be canceled or materially altered until at least thirty (30) days after written notice is given to 'IFSSI'.

7. **WAIVER OF SUBROGATION:** Purchaser does hereby for itself and all other parties claiming under it release and discharge 'IFSSI' from and against all hazards covered by Purchaser's insurance. It being expressly agreed and understood that no insurance company insurer, or any other third party will have any right of subrogation against 'IFSSI'.

8. **LIMITATION OF ACTIONS:** The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against 'IFSSI', Its agents, employees, and/or officers more than one year after the claim arises, whether known or unknown when the claim arises, provided however, that if there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 1 above

9. **DRUG FREE WORKPLACE POLICY:** 'IFSSI' has a written drug free workplace policy available for review by written request.

10. **INSTALLATION:** The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.

11. **TITLE:** The Software and any relevant Product as described in this Agreement shall remain the personal property of IFSSI, even if attached to realty or other property. Customer shall not sell, assign, encumber or remove the Product of Software without the prior written consent of IFSSI. Customer shall perform all necessary acts to preserve and protect the right, title and interest of IFSSI in the Product and Software including but not limited to signing any financing statements or other documents requested by IFSSI or its agents. IFSSI may inspect the product and Software during normal business hours and may affix labels or notices of ownership on the Product and Software.

12. FORCE MAJEURE: IFSSI shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond IFSSI control.

13. DRAWINGS: All drawings and wire diagrams provided by IFSSI in connection with this Agreement are protected under United States Copyright Laws and professional. Intended solely for the use of the installing contractor as a general guide for the installation of the System. Those drawings and wire diagrams are prepared in accordance with the project plans and specifications available to IFSSI at the time of the bid and are NOT intended to be System design or approval documents. IFSSI is not a design professional. Under no circumstances is any clause in this agreement or any actions taken by IFSSI to be construed in such a way as to impose upon IFSSI the duties or liabilities of a design.

14. CHANGE ORDERS: This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duly authorized representatives.

15. SOFTWARE LICENSE AND USE: Software Products provided by IFSSI are licensed, not sold. In the Customer. Customer has only a non-exclusive, non-transferable license to use the software ('License'). IFSSI retains all right, title and interest to the Software. In some cases, IFSSI may have a right to re-license the Software. 'Software' shall mean any part of Software provided by IFSSI in machine readable form indicated on this Agreement or contained in any IFSSI Product indicated on this agreement to be ordered subsequently, any modified versions and all related documentation. Customer shall use the Software only on the Product and all the Product Site listed herein. Any Software received by Customer at any time is subject to this agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated IFSSI may terminate this License if Customer. (1) Fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; (3) has its assets assigned or attached by law. Within five (5) days after the License terminates. Customer shall, at its expense, return the Software to IFSSI and destroy all copies of the Software, including memory or storage copies.

16. PROTECTION AND NON-DISCLOSURE: Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall implement adequate procedures controlling access to and use of the Software consistent with the protection of IFSSI rights. Customer may duplicate Software only for internal use on the Product according to IFSSI instructions.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS CONTAINED HEREIN

<p>Order By: Integrated Fire & Security Solution 5680 1st Ave Unit 3 Key West, FL 33040 T.(305) 340-9243 F. (954) 455-00 Representative Name: Jesus Carias v.p. Representative Signature: _____</p>		<p>Accepted By:</p>	<p>Company Name:</p>	<p>Monroe County School Board</p>
		<p>Address 1:</p>	<p>350 Sombbrero Rd</p>	
		<p>Address 2:</p>	<p>Marathon, Florida, 33050</p>	
		<p>Representative Name:</p>	<p>Michael Digby</p>	
		<p>Representative Signature:</p>		
		<p>Title:</p>	<p>Maintenance Department</p>	
		<p>Purchase Order#:</p>		
		<p>Date Signed:</p>		
		<p>Sale Price:</p>	<p>\$28,195.20</p>	
<p>Date: 10/30/2019</p>				