



Quote Name: Camera and Additional AP

Quote Number: #009831 | Version 1

Prepared For: Flathead Reservation Water Management Board

Expiration: 01/04/2023



Executive Summary

Statement of Work

The purpose of this project is to provide a Rhombus Next-Generation Security Camera System.

Requirements

Below are the main areas of responsibility both on Kelley's and the Partner's part required to complete this project.

Project requirements and deliverables to be completed by Kelley

1. Configuration of the user Rhombus portal
2. Baseline configuration of deployed cameras
3. End-user training of the Security Camera portal and feature set

Partner will be responsible for the following:

1. To work with a low voltage vendor to run any needed network cables to and from the final camera locations back to the POE Switch
2. Physical mounting of Security Cameras
3. Physical siting of Security Cameras

Deliverables

Successful completion of this project will be met when all the following items are complete:

1. Rhombus camera portal and cameras fully configured
2. Partner dictated point of contact trained on basic Rhombus portal navigation and administration

Out of Scope

No deliverables, other than those listed in the section above, will be determined as within the scope of this project. Partner will be responsible for performing any additional work not listed above, or requesting a Change Request Form via email to the Kelley point of contact noted above and approving the Change Request Form by signing and returning to Kelley promptly. Items specifically listed below are not included in the requirements to be provided by Kelley.

1. Installation of any network drops, communication equipment or cameras onsite
2. Any changes that are not expressly called out above

Camera and Additional AP

Quote Information:

Quote #: 009831

Version: 1

Delivered: 12/06/2022

Expires: 01/04/2023

Prepared for:

Flathead Reservation Water

Management Board

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Kelley Connect


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Products		Price	Qty	Ext. Price
	Sophos APX 320 IEEE 802.11ac Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - Wall Mountable, Ceiling Mountable, Desktop	\$449.00	2	\$898.00
	Sophos Mounting Bracket for Wireless Access Point	\$49.00	2	\$98.00
Products Subtotal				\$996.00

Camera's		Price	Qty	Ext. Price
	Rhombus R200 5MP - 20 days <ul style="list-style-type: none"> • 5MP image sensor • 2592x1944 resolution • IP66 	\$499.00	1	\$499.00
Camera's Subtotal				\$499.00

Console Licensing		Price	Qty	Ext. Price
	Enterprise Console License - 5 Year (30% discount) Licenses are billed at the beginning of the contract term. Depending on the contract term, billing will occur either annually, every three years or every five years. Licensing discounts are available for longer term commitments, 20% and 30% for three and five year terms respectively. 10 year terms are available upon request.	\$699.00	1	\$699.00
Console Licensing Subtotal				\$699.00



Implementation		Price	Qty	Ext. Price
	Rhombus Technical Implementation	\$200.00	1	\$200.00
	Rhombus Onsite Implementation - Camera Mounting (Handled by communication resources) Additional Low Voltage wiring may be required. Fees for wiring will be assessed during the project and submitted as change orders if necessary.	\$0.00	0	\$0.00
Implementation Subtotal				\$200.00

Quote Summary	Amount
Products	\$996.00
Camera's	\$499.00
Console Licensing	\$699.00
Implementation	\$200.00
Subtotal	\$2,394.00
Shipping	\$30.00
Total	\$2,424.00

By signing and accepting this document, Client acknowledges full understanding and acceptance of the Terms and Conditions of the Quote.

Signature

Date



Terms & Conditions

Terms and Conditions

THE PRODUCT PURCHASE TERMS AND CONDITIONS ("Terms & Conditions") shall be effective as of the date set forth below, and shall be by and between Kelley Connect Co (hereinafter referred to as "Provider"), and Flathead Reservation Water Management Board (hereinafter referred to as "Client"). NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client hereby agrees to the following terms and conditions:

1.1 **Products To Be Provided.** Provider will provide Client with the equipment specifically described in Quote #009831, which is hereby incorporated by reference as a part of this Terms & Conditions. The equipment, hardware and any software described in Quote #009831, as may be amended by any change orders entered into by the parties, shall be collectively referred to herein as the "Products".

1.2 **Excluded Products.** Unless specifically set forth in Quote #009831, Provider shall not be obligated to provide any additional software, hardware or other equipment, unless an addendum to this Terms & Conditions is entered into by the parties describing the additional items to be provided and the compensation to be received by Provider for the provision of such items.

1.3 **Services.** This Terms & Conditions in no way obligates Provider to provide services that are not specifically listed on the Quote, including but not limited to, installation, troubleshooting or IT services, collectively referred to herein as "Services". Provider may, at Provider's sole discretion, provide Services to Client upon the specific written request of Client. Provider shall not be obligated to provide such Services unless and until Provider has accepted Client's request and the parties have each signed a proposal describing the Services to be provided by Provider and the additional fees and costs related thereto.

2.1 **Invoices.** Client will be invoiced for the Products upon approval of the Quote. Client will be invoiced based on the progress of the Services to be provided pursuant to Quote #009831. Client shall pay Provider for all invoices resulting from any change orders requested by Client.

2.2 **Adjustments to Fee Due to Increase or Decrease in Products.** In the event that the Products to be provided by Provider and set forth in the preceding sections of Quote #009831 are increased or decreased by mutual Terms & Conditions of the parties prior to the delivery of the Products and a change order to the preceding sections of Quote #009831 is entered into by the parties to reflect such increase or decrease, the Fee shall be adjusted accordingly.

2.3 **Payment.** Client shall make payment in advance of Provider's delivery of the Products. Provider shall not be obligated to deliver any Product until Provider is paid in full. Client agrees that in the event the Products are delivered prior to payment, Client will pay for said Product upon receipt of an invoice for the same. Amounts not paid within thirty (30) days after the date of the invoice shall accrue interest at a rate of eighteen percent (18%) per annum, or the legal maximum if less, from the date of the invoice until paid in full. Client shall be liable for and shall pay to Provider all reasonable costs of collection, including without limitation, attorneys' fees and court costs for undisputed amounts. Amounts paid by credit card shall incur a processing fee of one percent (1%).

3. **Product Warranty.** PROVIDER MAKES AND CLIENT RECEIVES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS TERMS & CONDITIONS, AND THERE IS EXPRESSLY EXCLUDED ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPENSATION PAID TO PROVIDER UNDER THIS TERMS & CONDITIONS DOES NOT INCLUDE ANY CONSIDERATION FOR THE ASSUMPTION BY PROVIDER OF THE RISK OF CLIENT'S CONSEQUENTIAL OR INCIDENTAL DAMAGES OR OF UNLIMITED DIRECT DAMAGES. ACCORDINGLY, PROVIDER SHALL NOT HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS TERMS & CONDITIONS FOR ANY CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF EQUIPMENT, LOST DATA, COSTS OF SUBSTITUTE EQUIPMENT, OR ANY SIMILAR COSTS, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF PROVIDER. IN NO EVENT SHALL PROVIDER BE LIABLE HEREUNDER TO CLIENT FOR CUMULATIVE DIRECT DAMAGES IN ANY AMOUNT GREATER THAN THAT PAID BY CLIENT TO PROVIDER UNDER THIS TERMS & CONDITIONS AS FEES FOR THE PRODUCTS SOLD.

4. **Attorneys' Fees.** In the event of any dispute regarding this Terms & Conditions, the prevailing party shall be entitled to recover all reasonable costs incurred in prosecuting or defending such dispute, including reasonable attorney's fees, even though suit or action is not filed, and if suit or action is filed, the prevailing party shall be entitled, in addition to costs and disbursements provided by statute, such additional sum as the court may adjudge reasonable as attorney's fees, in the trial court, on any appeal, and/or in any bankruptcy proceeding.