

NORTH STAR ACADEMY CCTV SYSTEM AND ACCESS CONTROL PURCHASE AND SERVICES AGREEMENT

This North Star Academy CCTV System and Access Control Purchase and Services (“Agreement”) is made and entered into as of 12/26/2024 11:18:26 PST (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and Tele/Data Contractors, Inc. d/b/a Teledata Technologies, a Nevada corporation (“Provider”).

RECITALS

WHEREAS, the City desires to purchase CCTV system and access control for the North Star Academy located at 375 W. Centennial Parkway, North Las Vegas, NV 89084 (“Products and Services”) as provided in the Proposal # TD-6621 dated December 4, 2024 (“Proposal # TD-6621”) attached hereto as **Exhibit A**, and Proposal # TD-6605 dated December 11, 2024 (“Proposal # TD-6605”) attached hereto as **Exhibit B** (collectively Exhibits A and B shall be referred to as the “Proposals”);

WHEREAS, the Provider represents that it is an authorized seller of the Products and Services and Provider agrees to sell, deliver, and provide the Products and Services upon the terms and conditions described in this Agreement; and

Provider represents that it has the experience, knowledge, labor, and skill to provide the Products and Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW, THEREFORE, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions, and covenants:

SECTION ONE RESPONSIBILITY OF PROVIDER

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products and Services to the City at the prices and quantities set forth in Provider’s Proposals, and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products and Services shall be new and must meet or exceed the technical specifications detailed in Provider’s Proposals or as otherwise specified by the City.

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1.3. If the Provider is shipping any of the Products to City prior to performing the Services, the Provider shall ship the Products to a shipping address specified by the City (“Delivery Location”) F.O.B. Delivery Location as ordered by the City. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after the delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall perform the Services in accordance with the Proposals, and the terms, conditions, and covenants of this Agreement. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature scope and payment for the Services as modified by the amendment.

1.5. The Provider shall furnish all user, instruction, or operator manuals for the Products and Services as applicable.

1.6. The Provider shall furnish copies of all standard product warranties, extended warranties, and service and maintenance agreements for the Products and Services from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.7. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City’s prior written approval, the Provider does so at its own risk and expense.

1.8. The Provider shall at its own expense comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

SECTION TWO PAYMENT AND TERM

2.1. The term of this Agreement shall commence on the Effective Date and continue until the Products are delivered and Services are complete as determined by the City in its sole and complete discretion, whichever is later (“Term”). The City shall pay the Provider for the Products and Services in an amount not to exceed One Hundred Fifty-Six Thousand, One Hundred Ten Dollars and 00/100 (\$156,110.00).

2.2. The prices will remain in effect for the Term of the Agreement. No additional compensation shall be paid, and no increase in the time of performance shall be awarded to the Provider without the prior written authorization of the City to proceed with such changes.

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2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within thirty (30) calendar days. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

SECTION THREE REPRESENTATIONS AND WARRANTIES

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

3.1.1. Provider is a duly formed and validly existing corporation and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products and Services are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.1.4. The representations and warranties made by Provider survive the termination or expiration of the Agreement.

3.1.5. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement, and such execution is binding on the Provider.

3.1.6. All Products and Services shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

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SECTION FOUR INSURANCE

4.1. Provider shall procure and maintain, and shall cause each subcontractor, principal or agent to procure and maintain at all times the following insurance coverage for all work related to the performance of this Agreement:

4.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

4.1.2. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

4.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

4.1.4. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

4.1.5. Property Installation Floater covering property damage to any equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the City's site

4.2 The insurance policies are to contain, or be endorsed to contain, the following provisions:

4.2.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.2.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

4.2.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

4.2.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

4.2.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

4.2.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

4.2.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

4.3. Claims Made Policies: If any of the required policies provide claims-made coverage:

4.3.1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

4.3.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

4.3.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Provider must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

4.4. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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4.5. Special Risks or Circumstances: The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION FIVE INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Products and Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION SIX INDEMNIFICATION

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify, and hold harmless the City, and its officers, agents, and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees, or anyone employed by any of them, in fulfillment or performance of the terms, conditions or covenants of this Agreement including, without limitation, compliance with the terms of Exhibit A. This Section Six shall survive the completion of the Project, if applicable, and the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

SECTION SEVEN CONFIDENTIALITY AND AUTHORIZATION FOR ACCESS TO CONFIDENTIAL INFORMATION

7.1. Provider shall treat all information relating to the Products and Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent, except as permitted by law.

7.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information,

personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION EIGHT TERMINATION

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products and Services provided and installed by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products and Services in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

SECTION NINE NOTICES

9.1. All notices, demands, and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by personal delivery, by overnight courier service, by facsimile, or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City:	City of North Las Vegas Attention: Maria Consengco 2250 Las Vegas Blvd., North, Suite 820 North Las Vegas, NV 89030 Phone: 702-633-1463
To Provider:	Tele/Data Contractors, Inc. d/b/a Teledata Technologies Attention: Jim Thielman 7060 West Warm Spring Road, Suite 190 Las Vegas, NV 89113 Phone: 702-933-7600 Email: jthielman@teledatanv.com

9.2. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

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SECTION TEN SAFETY

10.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City, under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

10.2. Safety Equipment. Provider will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION ELEVEN MISCELLANEOUS

11.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance, and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

11.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

11.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

11.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

11.5. Controlling Agreement. To the extent any of the terms or provisions in Provider's Proposals conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in the Provider's Proposals or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

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11.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including without limitation, fees for the services of the City Attorney's Office. This Section 11.6 shall survive the completion of this Agreement until the applicable statutes of limitation expire.

11.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements, and understandings of the parties. No addition to or modification of this Agreement shall be binding unless executed in writing by the parties hereto.

11.8. Time of Essence. Time is of the essence in the performance of this Agreement.

11.9. Shipping. The Products and Services are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

11.10. Inspection. An authorized representative of the City will inspect the Products and Services at time of delivery. If deficiencies are detected, the Products and Services may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products and Services are re-inspected, and accepted.

11.11. Further Assurances. The Provider shall execute and deliver all such documents and perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

11.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations, and matters that by their terms survive the termination hereof.

11.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

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11.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 11.14 shall survive the expiration or early termination of the Agreement.

11.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

11.16. Federal Funding. Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

11.17. Boycott of Israel. Pursuant to NRS 332.065(4), Provider certifies that the Provider is not currently engaged in a boycott of Israel, and Provider agrees not to engage in a boycott of Israel during the Term.

IN WITNESS WHEREOF, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

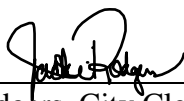
City of North Las Vegas,
a Nevada municipal corporation

Tele/Data Contractors, Inc.,
d/b/a Teledata Technologies,
a Nevada corporation

By: 
Micaela Rustia Moore, City Manager

By: 
Name: Jim Thielman
Title: _____
Digitally signed by Jim Thielman
DN: C=US,
E=jthielman@teledatanv.com,
O=Teledata Technologies,
CN=Jim Thielman
Date: 2024.12.17
07:46:14-08'00'

Attest:

By: 
Jackie Rodgers, City Clerk

Approved as to Form:

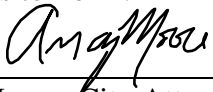
By: 
Andy Moore, City Attorney

EXHIBIT A

Proposal # TD-6621

Please see attached page(s)



TELEDATA
TECHNOLOGIES

Prepared For:

City of North Las Vegas

Bright Horizons Day Care CCTV System



CITY OF
NORTH LAS VEGAS.COM

Presented By:

Jim Thielman

Headquartered in Las Vegas, NV

Arizona
277732 L-67

California
982198 C7

Servicing
Nevada
054416 C2C, C2I

Montana
F1067348

New Mexico
398854 ES03

City of North Las Vegas

Attn: Jeremy Jami

2250 Las Vegas Blvd North
North Las Vegas, Nevada 89030

Thank you for considering TeleData Technologies for your Business Technology needs. Below I have outlined the work to be performed. We look forward to working with you.

PROJECT LOCATION: 375 W. Centennial Parkway, North Las Vegas, Nevada 89084

PROJECT NAME: Bright Horizons Day Care CCTV System

SCOPE OF WORK:

Surveillance System

- Provide and install (1) Plenum rated Cat 6 from IDF to (14) new camera locations per print.
 - Provide and install necessary J-Hook pathway for cable support.
 - Provide and install (1) 3/4" EMT throughout playground area per print.
 - Provide and install (3) Hanwha XND-9082RF flush mounted 4K domes with IR.
 - Provide and install (2) Hanwha C9083R 4 K bullet cameras with IR.
 - Provide and install (3) Hanwha PNM-C16083RVQ 4MP X 4 head AI cameras with IR.
 - Provide and install (3) PNM-C32083RVQ 4K X 4 head AI cameras with IR.
 - Provide and install (3) PNM-C12083RVD 6MP X 2 head AI camera with IR.
 - Provide and install (15) Western Digital 512Gb Micro SD cards for edge recording.
 - Provide and install (8) Western Digital 256Gb Micro SD cards for edge recording.
 - Provide and install all necessary camera mounts as needed.
 - Provide all configurations to new cameras and add into existing Milestone VMS.
 - Provide (14) Milestone X-Protect Corporate Device licenses.
 - Provide (14) Milestone X-Protect Corporate 5 year care plus device licenses.
 - Provide and install (14) 5 foot Red Cat 6 patch cables for IDF side.
- **CNLV to provide all necessary POE+ ports on existing CNLV Network****
****This project is based on Clark County 2024-2025 Prevailing Wage Rates****

EXCLUSIONS:

- Overtime
- Permits, bid and performance bonds, additional licensing. Unless otherwise noted herein
- Conduit, wire mesh tray, enclosed tray and other raceways, pull strings, and fire stop materials.
- Core Drilling, saw cutting, trenching
- TV, Voice and Network Building entrance systems by others
- Fire rated back boards, building ground and TMGB bus bar (s)
- Demolition, temporary power/lighting and trash haul.
- Installation of Cross-connects or patch cables at the headend or the field device/stations.
- Network switches, Hardware, software and Wireless Access Points
- Lift Rentals
- Permits

TERMS:

- This contract to include the scope of work referenced above, Exclusions and Standard Conditions of Sale contained herein. Constitutes the entire agreement ("Proposal") between City of North Las Vegas and TeleData Technologies and is effective upon the date of signature of the parties herein.
- 50% of total contract and/or company issued Purchase Order due upon contract acceptance and before initiation of work.
- Remaining balance of contract and any change orders due 10 days after installation completion, and if required contract specific close-out documents.
- A credit card service fee of (three) 3% above quoted price will be assessed.
- Proposal is good for 15 days of dated Scope Of Work (SOW).

STANDARD CONDITIONS OF SALE:

TeleData to perform the specified Scope of Work, as noted herein;
Only systems noted under this Scope of Work (SOW) are included in this proposal

All labor priced as regular rate, day shift (M-F, 7am-3:30pm), and if applicable, per the current published Prevailing Wage rate schedule;
TeleData Technologies (hereafter "TeleData") will complete any applicable installation of the described system(s) within the standard industry guidelines as dictated by the industry's governing bodies.

Letters of Intent (LOI) or a Notice to Proceed (NTP) only allows Teledata to compile and submit project specific submittals only, design or shop drawings require a signed contract or Purchase Order number (PO#)

Additional labor or materials required by authorized change order or by the local Authority Having Jurisdiction (AHJ) at the time of the inspection

Additional materials purchased on a unit basis at a later date, may not be available at the prices quoted under this proposal. Please see Additional Work Performed below for an outline of cost associated with any change order (CO) request

If required installation may include factory certification along with extended end-to-end warranty. In accordance with published industry standards, BICSI specifications and manufacturer performance standards.

Unless otherwise stated herein, Invoices will be submitted on progress billing every 30 days (or per contract acceptance and payment schedule) with payment due Net 30 days. Invoices will include costs for: materials installed and staged in on- and off-site storage, shipping and handling, labor, equipment and other direct job expenses to complete the necessary scope of work.

For design modification, shop drawings or as-builds, all AutoCAD files are required. These files shall be provided to TeleData, free of charge. Upon receipt of these files, a minimum allowance of 2 weeks is granted to TeleData before submission to the AHJ for review, approval and permit issuance.

License

TeleData is a multi-faceted low voltage contractor, fully licensed and insured to complete the design and the build scope of this project. Copies of Teledata's certifications, licenses - state and local, as well as references of past projects completed by TeleData of similar size and scope, are available upon request.

Change Orders

TeleData will provide the equipment and installation services described in this proposal. Changes to this contract will require a written change order and pricing (as noted below under additional work performed) will be revised in accordance with these changes. TeleData reserves the right to replace equipment based on discontinuation, model change or unavailability. Teledata will replace with an equivalent model of equal or greater value upon customer approval. TeleData will not be held liable in any way for the above mentioned equipment's discontinuation, model number changes or unavailability.

Warranty

Contracted installation and programming is warranted for the period of ONE year (please see separate warranty forms provided upon completion of job, if applicable). Equipment is warranted based on the individual warranties by each individual manufacturer. It is the client's responsibility to ensure that the required warranty registration forms are submitted based on the requirements by each manufacturer if applicable. Service and or maintenance agreements may be purchased separately.

Liens and Waivers

TeleData reserves the right to lien this project upon award. Waivers for conditional lien release may be issued by TeleData upon receipt of progress payment. Waivers of unconditional lien release may be issued by TeleData upon receipt of final payment in full.

Additional Work Performed

Unless otherwise negotiated and documented, all additional work will be covered under a Time and Material basis.

The following rates will apply:

Materials: Thirty percent (30%) markup on all TeleData provided materials necessary to complete revised Scope(s).

Technician: \$ 95.00 per hour at regular shift rate

Programmer: \$ 150.00 per hour at regular shift rate

BICSI RCDD Designer, NICET II Fire Alarm Designer: \$ 250.00 per hour

Drawings requiring RCDD/NICET II Certified Signature, Stamp: \$ 150.00 per drawing sheet

Overtime charges apply to any and all labor performed before or after regular shift rate as defined above, if applicable.



Proposal

Proposal: TD-6621
Date: 12/4/2024

Governing Law

This agreement is subject to and shall be governed by and interpreted in accordance with the laws of the state of Nevada.

Dispute Resolution

Both parties will attempt in good faith to resolve any disputes arising out of or relating to this agreement by promptly initiating negotiations between party representatives who have authority to settle this controversy. If the dispute has not been resolved by negotiation, the parties will endeavor to settle the dispute by non-binding third-party arbitration. The fees and expenses of the selected arbitrator will be apportioned equally to each side.

Entire Agreement

This agreement and any attached dependencies signed by both parties sets forth the entire agreement of the parties regarding the subject matter hereto and supersede all previous understanding, agreements, representations, promises, or conditions, whether oral or written, expressed or implied, in connection with or in respect to the matters in this agreement. Neither party shall assign this Agreement or transfer its responsibilities under this Agreement, nor any interest in this Agreement, except with written consent of each party.

Upon acceptance and signature, please email the complete document package to your TeleData Representative or fax (702) 933-7602. You will receive a countersigned copy.

Location

200 Surveillance System	\$46,860.00
Client Total Investment	\$46,860.00

Agreed to and Accepted by:

TeleData Technologies

Jim Thielman

City of North Las Vegas

Printed Name

Signature

Date

Signature

Date

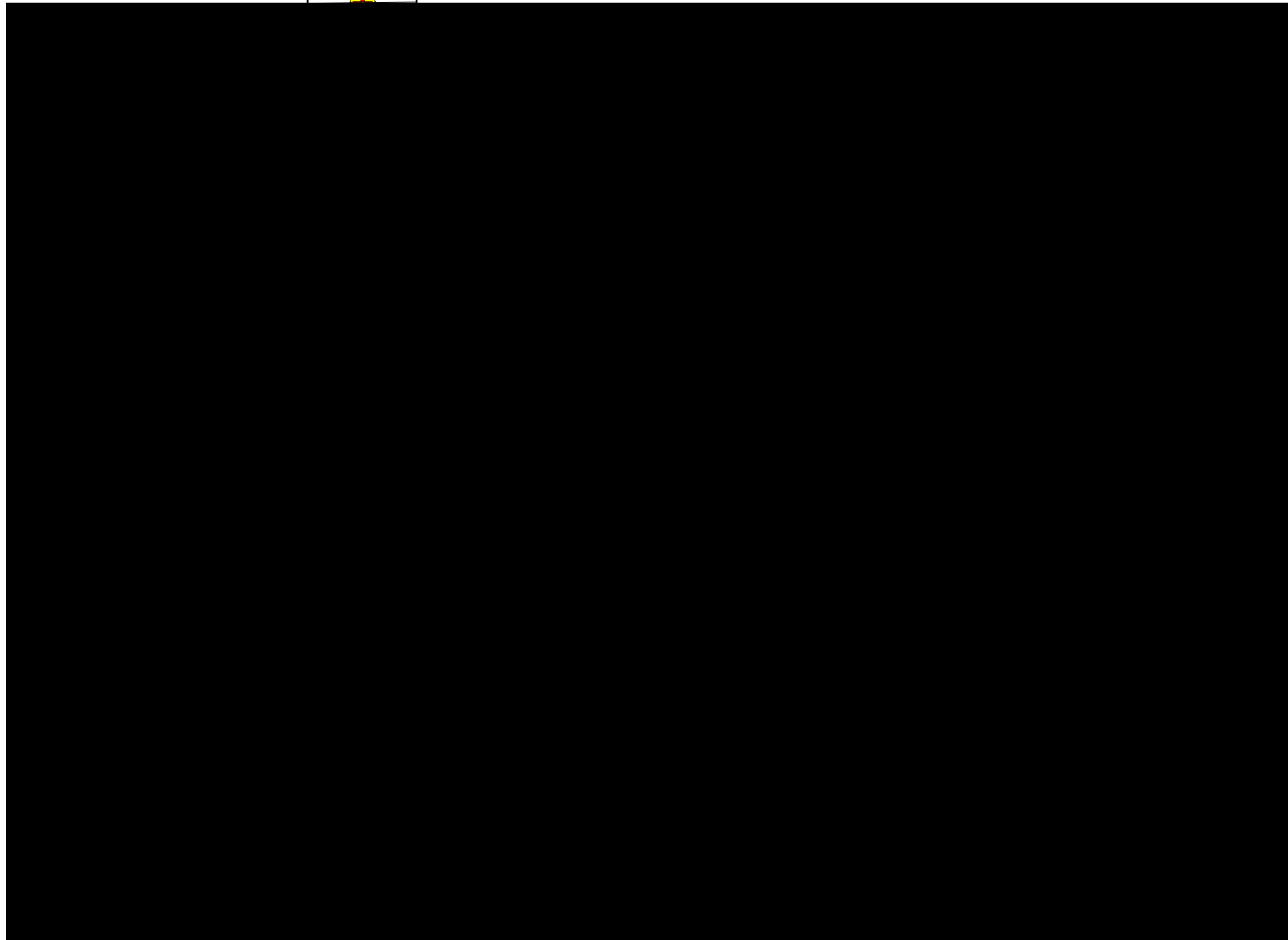


EXHIBIT B

Proposal # TD-6605

Please see attached page(s)

Prepared For:

City of North Las Vegas

Day Care Access Control



CITY OF
NORTH LAS VEGAS.COM

Presented By:
Pete Magill

Headquartered in Las Vegas, NV

Arizona
277732 L-67

California
982198 C7

Servicing
Nevada
054416 C2C, C2I

Montana
F1067348

New Mexico
398854 ES03

City of North Las Vegas

Attn: Jeremy Jami

2250 Las Vegas Blvd North
North Las Vegas, NV 89030

Thank you for considering TeleData Technologies for your Business Technology needs. Below I have outlined the work to be performed. We look forward to working with you.

PROJECT LOCATION: 375 W Centennial Pkwy, North Las Vegas, NV 89084

PROJECT NAME: Day Care Access Control

SCOPE OF WORK:

BRIGHT HORIZON DAY CARE ACCESS CONTROL

Access Control Scope: Provide and install access control on (28) customer designated doors located throughout the facility. The system being provided is LenelS2 and will expand upon a previous installation. This will be a turn key installation including all programming, configuration, and hardware necessary to deliver a complete system. Users will be programmed by the CNLV system administration team.

TeleData agrees to provide the following:

- (01) LenelS2 combination Site Controller with onboard two-reader capacity.
- (15) LenelS2 two door controller boards.
- (01) LenelS2 OnGuard 32ES reader capacity upgrade (from 32 to 64 doors).
- (03) Altronix TROVE3 Enclosures containing all necessary/required power supplies, lock power relay boards, and auxiliary power boards. Enclosures shall have tamper switches and 24AH each of battery backup.
- (28) HID Signo 40 readers.
- All required request to exit devices.
- All required door position switches.
- All required electric strikes, rim exit strikes, and electric latch retraction kits to provide electric locking function to existing doors.
- NEMA1 Wireway with hinge cover to be located at headend of system.
- All required plenum rated access control cabling to deliver a fully functional system.
- All required open air cable supports (J-Hooks).
- All required conduit for concealing of cabling in exposed spaces.
- All required conduit to provide path to exterior gate location.

BRIGHT HORIZON DAY CARE- Data for Wall mounted Telephones

Data Scope: Provide and install (1) Plenum rated Cat 6 cable from IT room to (9) classroom locations dedicated for wall mounted telephones.

TeleData agrees to provide the following:

- (01) Plenum Cable to (9) locations.
- (01) 24 port Cat 6 Patch panel
- (09) Single port RJ45 inserts with a phone wall mount phone face plate.

BRIGHT HORIZONS DAY CARE- AV- EXISTING SPEAKERS

AV Scope: Provide and install (1) Plenum rated 18/4 Shielded cable from IT room to (11) speakers- Daisy chained throughout day care center

TeleData agrees to provide the following:

- (01) Plenum 18/4 Cable to (11) locations.
- (11) cable terminations to existing speakers.
- Coil up home run cable in IT room with 30 feet.
- Verify all speakers are linked via a tone generator for testing.

EXCLUSIONS:

- Overtime
- Permits, bid and performance bonds, additional licensing. Unless otherwise noted herein
- Conduit, wire mesh tray, enclosed tray and other raceways, pull strings, and fire stop materials.
- Core Drilling, saw cutting, trenching
- TV, Voice and Network Building entrance systems by others
- Fire rated back boards, building ground and TMGB bus bar (s)
- Demolition, temporary power/lighting and trash haul.
- Installation of Cross-connects or patch cables at the headend or the field devise/stations.
- Network switches, Hardware, software and Wireless Access Points
- Lift Rentals
- Permits

TERMS:

- This contract to include the scope of work referenced above, Exclusions and Standard Conditions of Sale contained herein. Constitutes the entire agreement ("Proposal") between City of North Las Vegas and TeleData Technologies and is effective upon the date of signature of the parties herein.
- 50% of total contract and/or company issued Purchase Order due upon contract acceptance and before initiation of work.
- Remaining balance of contract and any change orders due 10 days after installation completion, and if required contract specific close-out documents.
- A credit card service fee of (three) 3% above quoted price will be assessed.
- Proposal is good for 15 days of dated Scope Of Work (SOW).

STANDARD CONDITIONS OF SALE:

TeleData to perform the specified Scope of Work, as noted herein;
Only systems noted under this Scope of Work (SOW) are included in this proposal

All labor priced as regular rate, day shift (M-F, 7am-3:30pm), and if applicable, per the current published Prevailing Wage rate schedule;
TeleData Technologies (hereafter "TeleData") will complete any applicable installation of the described system(s) within the standard industry guidelines as dictated by the industry's governing bodies.

Letters of Intent (LOI) or a Notice to Proceed (NTP) only allows Teledata to compile and submit project specific submittals only, design or shop drawings require a signed contract or Purchase Order number (PO#)

Additional labor or materials required by authorized change order or by the local Authority Having Jurisdiction (AHJ) at the time of the inspection

Additional materials purchased on a unit basis at a later date, may not be available at the prices quoted under this proposal. Please see Additional Work Performed below for an outline of cost associated with any change order (CO) request

If required installation may include factory certification along with extended end-to-end warranty. In accordance with published industry standards, BICSI specifications and manufacturer performance standards.

Unless otherwise stated herein, Invoices will be submitted on progress billing every 30 days (or per contract acceptance and payment schedule) with payment due Net 30 days. Invoices will include costs for: materials installed and staged in on- and off-site storage, shipping and handling, labor, equipment and other direct job expenses to complete the necessary scope of work.

For design modification, shop drawings or as-builds, all AutoCAD files are required. These files shall be provided to TeleData, free of charge. Upon receipt of these files, a minimum allowance of 2 weeks is granted to TeleData before submission to the AHJ for review, approval and permit issuance.

License

TeleData is a multi-faceted low voltage contractor, fully licensed and insured to complete the design and the build scope of this project. Copies of Teledata's certifications, licenses - state and local, as well as references of past projects completed by TeleData of similar size and scope, are available upon request.

Change Orders

TeleData will provide the equipment and installation services described in this proposal. Changes to this contract will require a written change order and pricing (as noted below under additional work performed) will be revised in accordance with these changes. TeleData reserves the right to replace equipment based on discontinuation, model change or unavailability. Teledata will replace with an equivalent model of equal or greater value upon customer approval. TeleData will not be held liable in any way for the above mentioned equipment's discontinuation, model number changes or unavailability.

Warranty

Contracted installation and programming is warranted for the period of ONE year (please see separate warranty forms provided upon completion of job, if applicable). Equipment is warranted based on the individual warranties by each individual manufacturer. It is the client's responsibility to ensure that the required warranty registration forms are submitted based on the requirements by each manufacturer if applicable. Service and or maintenance agreements may be purchased separately.

Liens and Waivers

TeleData reserves the right to lien this project upon award. Waivers for conditional lien release may be issued by TeleData upon receipt of progress payment. Waivers of unconditional lien release may be issued by TeleData upon receipt of final payment in full.

Additional Work Performed

Unless otherwise negotiated and documented, all additional work will be covered under a Time and Material basis.

The following rates will apply:

Materials: Thirty percent (30%) markup on all TeleData provided materials necessary to complete revised Scope(s).

Technician: \$ 95.00 per hour at regular shift rate

Programmer: \$ 150.00 per hour at regular shift rate

BICSI RCDD Designer, NICET II Fire Alarm Designer: \$ 250.00 per hour

Drawings requiring RCDD/NICET II Certified Signature, Stamp: \$ 150.00 per drawing sheet

Overtime charges apply to any and all labor performed before or after regular shift rate as defined above, if applicable.



Proposal

Proposal: TD-6605

Date: 12/11/2024

Governing Law

This agreement is subject to and shall be governed by and interpreted in accordance with the laws of the state of Nevada.

Dispute Resolution

Both parties will attempt in good faith to resolve any disputes arising out of or relating to this agreement by promptly initiating negotiations between party representatives who have authority to settle this controversy. If the dispute has not been resolved by negotiation, the parties will endeavor to settle the dispute by non-binding third-party arbitration. The fees and expenses of the selected arbitrator will be apportioned equally to each side.

Entire Agreement

This agreement and any attached dependencies signed by both parties sets forth the entire agreement of the parties regarding the subject matter hereto and supersede all previous understanding, agreements, representations, promises, or conditions, whether oral or written, expressed or implied, in connection with or in respect to the matters in this agreement. Neither party shall assign this Agreement or transfer its responsibilities under this Agreement, nor any interest in this Agreement, except with written consent of each party.

Upon acceptance and signature, please email the complete document package to your TeleData Representative or fax (702) 933-7602. You will receive a countersigned copy.

Location

Day Care Access Control	\$102,149.72
Speaker re-wire	\$2,185.28
Data Infrastructure	\$3,055.00
Software Upgrade	\$1,860.00
Client Total Investment	\$109,250.00

Agreed to and Accepted by:

TeleData Technologies

Pete Magill

City of North Las Vegas

Printed Name

Signature

Date

Signature

Date

