

Saucon Valley School District

Meeting of the Ad Hoc Facilities Committee District Office Conference Room February 9, 2022 – 5:00 pm

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Welcome to the meeting of the Saucon Valley School Board Ad Hoc Facilities Committee. Our objective is to serve the students, parents, and residents of our community. You are an important part of this meeting and we look forward to your questions and comments. We are all here for the same reason. All opinions are welcomed and equally valuable. Our only request is that we address each other with civility and respect. Our courtesy toward each other is the best way to show our students how much we respect them as well.

Committee Members: Bryan Eichfeld, Michael Karabin, Shawn Welch, John Conte

- I. **Call to the Order** – *Bryan Eichfeld, Committee Chair*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *David Bonenberger, Committee Secretary*
- IV. **Motion to Approve Agenda** –
- V. **Approval of Minutes** – January 12, 2022
- VI. **Courtesy of the Floor to Visitors – Agenda Items Only**
- VII. **Update:** MS Roof Restoration
- VIII. **Update:** Window Replacement
- IX. **Update:** Auditorium Stage HVAC
- X. **Discussion & Action** – Access Control System Failure
System controls fobs that open exterior and interior doors. PCBs (Printed Circuit Boards) starting to fail, no longer supported, no longer available. Replacement cost is \$55,400 (CoStars), not budgeted at this time. New system is expandable. Attachment
- XI. **New Business** –
- XII. **Old Business** –
- XIII. **Courtesy of the Floor to Visitors** – *Visitors should state their name and address.*
- XIV. **Future Meetings** – March 9, 2022
- XV. **Motion to Adjourn**

A meeting of the Ad Hoc Facilities Committee of the Board of Directors of the Saucon Valley School District was held on Wednesday, January 12, 2022 in the High School Audion. Present were Committee Members Bryan Eichfeld, Michael Karabin, and Shawn Welch. Also present were David Bonenberger - Committee Secretary; John McCabe, Supervisor of Campus Operations.

- I. **Call to the Order** – 5:00 p.m. - *Bryan Eichfeld, Committee Chair*
- II. **Pledge of Allegiance**
- III. **Recording of Attendance** – *David Bonenberger, Committee Secretary*
3-present, 0-absent
- IV. **Motion to Approve Agenda** – Director Welch, seconded by Director Karabin moved to approve the Agenda. Vote: 3-yes, 0-no
- V. **Approval of Minutes** – Director Welch, seconded by Director Karabin moved to approve the minutes of November 10, 2021. Vote:3-yes, 0-n0
- VI. **Courtesy of the Floor to Visitors – Agenda Items Only** - None
- VII. **Update:** MS Roof Restoration – Director Welch, seconded by Director Karabin move to send this item to the Finance Committee as soon as costs come in. Vote: 3-yes, 0-no
- VIII. **Update:** Window Replacement – John McCabe reported that we are on track for June installation. The egress windows may need to be changed to an operable window.
- IX. **Update:** Auditorium Stage HVAC – Mr. McCabe is looking into getting this item added into the RHP 4 & RHP13 project contract.
- X. **New Business** - None
- XI. **Old Business** – None
- XII. **Courtesy of the Floor to Visitors** – None.
- XIII. **Future Meetings** – February 9, 2022
- XIV. **Motion to Adjourn**

Director Karabin, seconded by Director Welch moved to adjourn.

Vote: 3-yes, 0-no

**Costars Proposal
Costars # 040-063**

To: Saucon Valley School District	Date: 1/31/22
Address: 2097 Polk Valley Rd Hellertown, PA 18055	From: Wayne Becker
Attn: John McCabe	Phone: (610) 841-9611
Phone: 610-248-9890	Email: wbecker@comsysinc.com
Email: John.McCabe@svpanthers.org	Proposal #: AAAQ1039
	Project: Access Control System Upgrade

Hello John,

I appreciate this opportunity to provide a Costars proposal to upgrade the existing unsupported access control system to a new Genetec District Wide Security Management Network as requested and described herein.

1. PROJECT SUMMARY

1. The existing access control system is no longer supported and must be converted to a new platform.
2. We are recommending the implementation of a Genetec Security Management network that will leverage existing door locking hardware and network connectivity along with new software and controllers.
3. The existing electric door locking hardware can be used with the new controllers and will not have to be replaced.
4. We will connect the new controllers to the existing network using the existing connections.
5. The Genetec software will be program to operate the doors as per the owners' schedules.
6. Existing user credentials will be enrolled into the new software providing a new "clean" user database.
7. We will provide training in the use of the software to designated SVSD staff.
8. Because the Genetec system is software based, it can be expanded in the future to provide connectivity to video camera streams, intrusion panels and license plate recognition cameras as well as other security measures the school district may want to consider.
9. This system upgrade also includes 5 years of Genetec software support!

2. EQUIPMENT LIST

Qty	Manuf.	Description
1	Genetec	Latest Software Version
1	Genetec	Genetec Security Center (GSC) Base Package - Version 5.10 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Manager Basic, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, IO Modules Support, Email Support, Macros Support (actual macros sold separately), Support for server virtualization, all supported languages. Must purchase a Synergis™, Omnicast™, or AutoVu™ base package to enable access control, video, or LPR content respectively.
1	Genetec	Synergis™ Education K12 package which includes: Access Manager support, Remote Security Desk, Badge Designer – Active Directory – Threat Levels – Mobile clients – Desktop clients – Plan Manager Advanced – 1 Synergis™ Education reader connection. Includes Genetec™ Advantage for 1 Synergis™ Education reader connection for K12 – 5 years.

41	Genetec	1 Synergis Education reader connection for K12. Must purchase Synergis™ Education K12 Package (GSCEDU-SY-BASE). Includes Genetec™ Advantage for 1 Synergis Education reader connection for K12 – 5 years.
4	Genetec	Synergis™ Cloud Link with 2GB of RAM, 16GB Flash, image installed with Synergis™ access control firmware, four RS-485 ports, PoE.
7	Genetec	LifeSafety Power -16DR Mercury, 12V & 24V, 400W max, E4M1 enclosure 24H x 20W x 4.5D
2	Genetec	LifeSafety Power -4DR Mercury system/lock power, 2A/12V & 2A/24V, 75W max, 4 class 2 lock and 8 class 2 aux outputs, E2M enclosure 20H x 16W x 4.5D
9	Genetec	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - no reader connections included. Can be used for SaaS, Education package and replacement
12	Genetec	Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only) - no reader connections included. Can be used for SaaS, Education package and replacement
200	West Penn	Access Control Composite Cable Plenum

3. PROJECT SCOPE

Access Control Upgrade

KF&S Will	Qty	Description	Location	Notes
Furnish & configure	N/A	Genetec Security Center Software	Server	Customer provided virtual server (VMWare ESXi7)
Remove	9	Existing Access Control Enclosures	Head End locations	
Furnish & install	9	Access Control Enclosures	Head End locations	
Furnish, Configure and Install	4	Synergis Cloudlink	Admin, ES, MS, HS enclosures	
Furnish & install	9	LP1502	Head End locations	Access Control board
Furnish & install	12	MR52-S3	Head End locations	Access Control board
Provide	4 hours	Customer Training	N/A	Training on Genetec Security Center software

Provided by others:

Action	Qty	Description	Location	Notes
Customer to Provide	As needed	120 VAC receptacle	Head End locations	
Customer to Provide	As needed	Network Connection	Head End locations	Must be on same network as Genetec server
Customer to	As	IP Address	N/A	Must be on same network as

Provide	needed			Genetec server
Customer responsible for	As needed	Disposal of old equipment	N/A	Removed existing equipment by KFS to be given to customer

Note: KF&S to reuse existing wiring and access control door hardware. Any deficiencies found during installation may incur additional costs.

4. SYSTEM INVESTMENT

Description	Cost
Costars Materials Total	\$36,069.05
Costars Ancillary Services Total	\$19,330.95
Total Costars Proposal Price	\$55,400.00

Applicable Sales Tax will be charged

5. PAYMENT TERMS

Payment Schedule
<i>Invoice for Materials upon delivery. Due upon receipt.</i>
<i>Progressive billing of balance as services are rendered. Net 20</i>

6. ORDERING AND ACCEPTANCE

The person to whom this Proposal is addressed (the "Client") may accept this Proposal by signing at the space provided below and returning it to Keystone Fire and Security along with an approved purchase order within thirty (30) days of the date of this Proposal. By doing so, the Client acknowledges that they have read and understand this Proposal and that Client is entering into a legally binding contract with Keystone Fire and Security on the terms and conditions set forth in this Proposal, including the Standard Terms and Conditions set forth in the "Terms and Conditions" section below (which are an integral part of the contract). If the Client signs this Proposal and returns it to Keystone Fire and Security more than thirty (30) days after the date of this Proposal, Keystone Fire and Security reserves the right to reject the Client's acceptance by written notice to the Client. Each individual signing this Proposal on behalf of an entity represents that he or she is a duly authorized officer or other representative of such entity. This order will be processed upon receipt of payment in full or Mobilization amount and be invoiced as indicated in the "Payment Terms" section above. Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See credit policy).

Client Signature

Keystone Fire and Security Signature

Client Print Name

Keystone Fire and Security Print Name

Date

Date

Purchase Order #

Tax Status: Exempt (copy of current certificate required) Non-Exempt

Providing an Authorized Acceptance Signature indicates that you have read and understand the Terms & Conditions attached to this agreement. This document represents the entire agreement. No conversations or other forms of communication shall be considered part of this agreement.

This proposal was prepared in good faith, exclusively for the individual(s) to whom it is addressed. It contains information that is privileged, confidential and exempt from disclosure under applicable law. The recommendations described herein are based on client consultations, site visits, engineering, and research, computer-aided designs and/or expertise earned through education, training and experience. It is considered an unfair business practice to use this information for competitive negotiations.

7. PREVENTATIVE MAINTENANCE AND SUPPORT

The system described in this proposal has been designed to provide you with many years of reliable service and an excellent return on your investment (ROI). However, to uphold the warranties of the equipment and achieve maximum longevity, managed services and ROI, regularly scheduled maintenance is required. Keystone Fire and Security provides managed services and scheduled maintenance programs for your system that will keep it running smooth and reduce the total cost of ownership.

8. TERMS AND CONDITIONS

1. **AGREEMENT.** This Agreement shall become effective (the “Effective Date”) upon the (i) execution by the customer (“Customer”) identified on the first page of the attached proposal (the “Proposal”) and (ii) acceptance and execution of this Agreement by a duly authorized representative of Keystone Fire and Security (“Company”).
2. **SALE OF INSTALLATION AND/OR EQUIPMENT.** The Company shall sell to Customer and the Customer shall purchase from the Company the system installation (“System”) and/or equipment (“Equipment”) identified in the Proposal.
3. **DELIVERY; TITLE AND RISK OF LOSS.** Stock items are available for same-day pickup or next-day shipment from Company’s warehouse. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional “hazardous material” charges or other special shipping and handling fees. Risk of loss on all shipments shall pass to Customer when the shipments are loaded on board the transporting carrier at the point of departure.
4. **PURCHASE PRICE AND PAYMENT.** Customer shall pay Company the purchase price for the Equipment and System set forth on the Proposal or as otherwise set forth on the Company’s invoice. Company’s prices are exclusive of insurance, shipping, handling, and taxes. Customer shall have the sole responsibility for payment of all such insurance, shipping, handling, and taxes with respect to the purchase of any Equipment or System. All charges shall be paid NET the number of days from the date of invoice, as set forth above in this proposal. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys’ fees) shall be paid by Customer. The Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company’s completion of installation of a System and delivery of Equipment, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer’s receipt of payment from any third party such as an owner or insurance company.
5. **EQUIPMENT RETURNS.**
 - a. **Stock Items.** All unused or returned Equipment will be subject to a 25% restocking charge. The Equipment must be unopened and returned in its original carton in order to receive credit for the return.
 - b. **Special Orders.** Specially ordered and “non-stock” Equipment will be subject to a 100% restocking charge. No credit will be issued for return of such Equipment.
 - c. **Warranty Returns.** Equipment returned for warranty must receive a Return Material Authorization (RMA) number. All advance (warranty) replacement components will be billed to the Customer and credited back subject to the findings of the manufacturer’s repair department.
6. **INSTALLATION PROVISIONS.** Company shall install the System at Customer’s location identified in the Proposal. Company shall install the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only, and Customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by, among other items, unforeseen

difficulties, scheduling difficulties, delays in obtaining materials and/or unexpected conditions. If during the installation the Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substances), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Customer shall pay Company for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the installation within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 28.a of this Agreement.

7. APPROVAL AND PERMITS. Unless otherwise specified, Company shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.

8. TAXES. The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale. In the event Customer loses its tax exempt status Customer shall immediately notify Company and shall immediately remit payment to Company for all past due taxes.

9. GRANT OF SECURITY INTEREST. Customer, on behalf of the owner and Customer, grants to Company a purchase money security interest in the System and the Equipment to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of Company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Company shall have all of the rights of a secured creditor under the Uniform Commercial Code in Pennsylvania including the right to enter Customer's premises and to disable or remove the System and Equipment, or both.

10. TERMINATION. Company may terminate this Agreement immediately or cease or suspend performance of Services in the event: (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer files a petition in bankruptcy; (iii) Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature; or (v) Customer makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable by Customer.

11. LOCATION ENVIRONMENT. Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Company with surveys describing the physical characteristics, legal limitations and utility locations for the location.

12. FORCE MAJEURE. Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, inclement weather, civil disorder, transportation difficulties, shortage of fuel, labor or materials, pandemic, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

13. LIMITATION OF LIABILITY.

A. Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including

without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.

B. Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement including the provision of Services or failure to perform services under this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer. Where Services under this Agreement are provided at more than one location, the "one year's fees paid under this Agreement" referenced in this section 14B shall be limited to the fees paid for the particular location giving rise to any claim.

14. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

A Company warrants that all Services and installation of the Equipment and/or System will be performed in a workmanlike manner and in compliance with applicable laws and regulations.

B. Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.

15. BREACH BY COMPANY. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

16. TIME LIMITATION. All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section.

17. INDEMNIFICATION. Customer assumes the entire responsibility and liability for any and all damage or injury of any kind (including death) to all persons, whether employees of Customer or otherwise, and for any and all property damage, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with or involving the Services and/or goods (where applicable) provided under this Agreement or in association with or involving the operation or non-operation of any Equipment or System(s), which damage or loss is caused by or contributed to by any act, error or omission, solely or jointly, on the part of the Company or the Customer, their agents, servants, or employees, including any alleged breach of any statutory or codified obligation and including, but not limited to, any alleged or determined sole negligence and/or alleged or determined gross negligence on the part of Company, and/or its agents, servants or employees. **If any person, or Customer or assignee(s) of Customer, shall make a claim for any damage or injury (including death) as above described, Customer agrees to indemnify and hold harmless Company, its agents, servants and employees from and against any and all loss, expense, damage or injury (including death), Company and/or its agents, servants or employees may sustain as a result of any such claim and Customer agrees to assume the defense of Company and/or its agents, servants or employees upon such claim and to pay all costs and expenses, including but not limited to reasonable attorney's fees, incurred in connection therewith.** This Agreement shall continue in effect notwithstanding the fact Customer has accepted and paid for the Services. The aforesaid indemnification obligation shall not be limited in any way by any limitation on the amount and type of damages, compensation or benefits payable by or for Customer's Worker's Compensation, Disability Benefit Acts or other employment benefit acts. Customer expressly and specifically waives any immunity provided against this indemnity by any statute, including but not limited to, worker's compensation statutes. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

18. **WAIVER OF SUBROGATION.** It is understood that Company is not an insurer and that insurance shall be obtained by Customer to protect the premises where Services are to be performed (the “premises”), the Work that is the subject of this Agreement, and to protect the property of Customer and others within the premises as well as to protect all persons within the premises. It is further understood by Customer that the amounts payable under this Agreement are based on the value of services and, among other considerations, the waiver of subrogation as set forth in the Agreement and are unrelated to the value of the Customer’s premises or property of Customer and/or others located within the premises. Customer agrees to rely exclusively on Customer’s insurer to recover for injury, loss or damage in the event of any loss, injury or damages to the premises or any property therein. Customer does hereby for itself and all others claiming by or through it under this Agreement release and discharge Company from and against all damages covered by Customer’s insurance and Customer further waives all rights of recovery against Company arising by way of subrogation or assignment.

19. **REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company’s favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

20. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

21. **HAZARD TO PERSONNEL.** Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will install the System there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

22. **INSURANCE.** Customer represents and warrants to Company that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide Company with evidence of such insurance upon request of Company.

23. **HEADINGS.** Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.

24. **TOOLS.** Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Company for the manufacture or installation of articles under this Agreement shall remain the property of the Company.

25. **USE OF DESIGNS AND DATA.** Any knowledge or information, including drawings and data, which Company shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be Company’s confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. Company does not grant to Customer any reproduction rights or any rights to use such information.

26. **ELECTRIC POWER CONNECTION.** When electric is required for System operation, Customer will provide a separately fused (120 VAC, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.

27. **SERVICES NOT INCLUDED.**

a. When a labor price is submitted, it is based on all work being performed during a five (5) day, forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:30 p.m., Monday through Friday, except holidays.

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- b. Unless otherwise specifically provided in this Agreement, Customer shall be responsible for and agrees to perform all necessary patching of masonry work, painting, carpentry work and the like.
- c. Customer shall provide wiring, conduit and labor to connect the provided pressure switches to equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
- d. Company will not insulate or provide freeze protection of any kind for wet components of the System(s) or Equipment that require such protection. Freeze protection is entirely the obligation of Customer and the professionals providing such services, e.g. insulators, HVAC companies etc, retained by Customer.
- e. Customer shall provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in this Agreement, services do not include costs for any discharge or concentration tests required by approval authorities.
- f. No provision to exhaust any discharged agent is included in this Agreement.
- g. Should an employee of Company be required to attend a “right to know” session at Customer’s location, a surcharge will be added to the final invoice.

28. MISCELLANEOUS.

- a. Entire Agreement; Modifications. This Agreement (including the Proposal) constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order or addendum of Customer issued in connection with this Agreement at the time of entering into the Agreement of thereafter conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise agreed to in writing by an authorized representative of Company and shall be of no force or effect. No modification of the indemnification, waiver of subrogation or limitation of liability provisions (“scope of liability provisions”) shall be applicable or binding notwithstanding any provision to the contrary found in any such signed purchase order, addendum or other modification of the Agreement unless signed by the President of the Company, it being expressly understood and agreed that no Company representative, other than the President, is authorized to modify the scope of liability provisions. No modification of this Agreement shall be binding unless made in writing and signed by both parties.
- b. Waiver. No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- c. Governing Law. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company’s rights and Customer’s obligations under the Pennsylvania Contractor and Subcontractor Payment Act.
- d. Jurisdiction. Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 28.e.
- e. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight

carrier; or (iii) first class mail, to Company at Keystone Fire and Security, 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 28.e.

f. **Assignment; Binding Effect.** This Agreement and/or any claims arising out of this Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company's and Customer's respective successors and permitted assigns.

g. **No Set-Off.** Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.

h. Waiver of Jury Trial. The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.

i. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation, enforcement of or claims arising directly or indirectly out of this Agreement that results in litigation, in which Company is the prevailing party. "Prevailing" shall mean Company achieved a dismissal or judgment in its favor of any claim or action filed or pursued against Company or, in a matter initiated by Company, Company received some or all of the relief sought. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.

j. **Commercial Transaction.** The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.

k. **Compliance with Laws.** Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.

l. **Survival.** All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.



IP Access Control

Assured Access. Complete Control.

Synergis™ is the IP access control system that heightens your organization's security, introduces you to non-proprietary hardware choices, and lets you go about your day knowing that at a moment's notice, your team is equipped to respond to any threat.



Genetec™

Innovative **Solutions**

Start Every Day With Confidence.

Synergis access control is engineered to handle the needs of modern and growing organizations. From controlling access to managing cardholders and visitors, printing badges and running investigations, your everyday security needs will be met. With advanced security features, you can be confident that both your people and your assets are protected during critical situations, while the Synergis Cloud Link appliance ensures that you always have access to the latest technology.

Multi-Task View

Keep multiple tasks open at the same time, allowing operators to see and do more, such as manage cardholders, pull reports and monitor video.

Detailed Event Monitoring

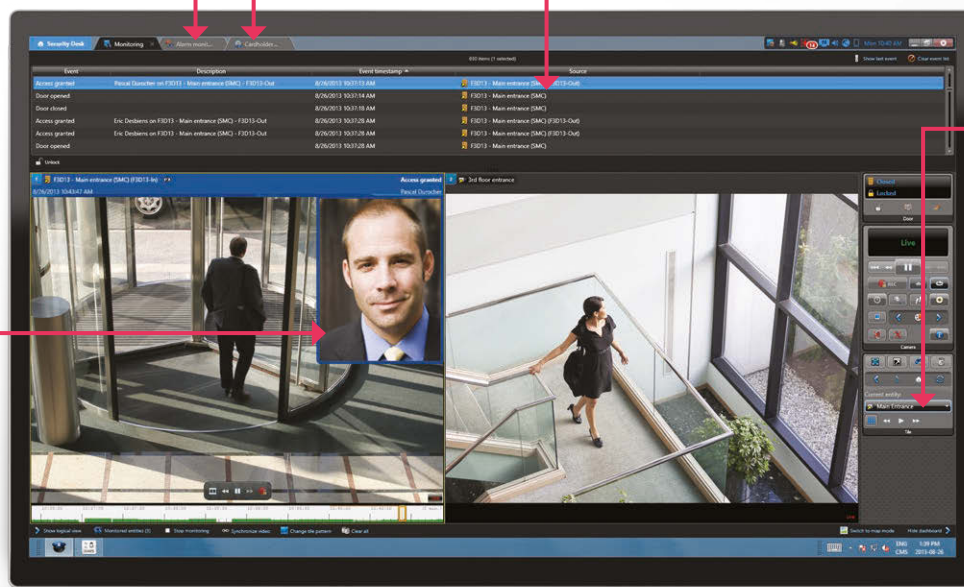
Receive detailed cardholder information for all events and alarms including basic information, custom fields and pictures.

Access Control Widgets

Take quick actions such as unlocking a door or triggering an output device from dynamic widgets dedicated to door and area control.

Cardholder Video Verification

Validate cardholder pictures against live or recorded video for every door within any monitoring or reporting task.



Synergis Benefits

Make Your Move to a Modern IP Access Control System

Built as IP-ready, Synergis offers the clearest path to an IP access control system that leverages both your network and existing access control investments. Move away from traditional and outdated access control and migrate to an open and modern IP access control system with more technology options, greater scalability levels and uncomplicated integration with existing security and business systems.

Achieve Greater Security Through Unification

When you unify Synergis with video surveillance, intercom, asset management, and intrusion systems, you make clearer and timelier security decisions based on more information when compared to traditional, standalone access control systems. Synergis investigations and reports provide seamless correlation with video and more, ensuring you discern real threats from false alarms.

Choose Your Hardware Based on Your Needs

Unlike proprietary systems that make up the bulk of market offerings, Synergis software allows you to choose the best access control hardware from leading manufacturers. From IP door controllers to wireless and PoE locks, install what makes the most sense for your environment. As the Synergis ecosystem continues to grow, you will benefit from the latest technology as you expand your security infrastructure.

Security that Evolves with You.

As part of Genetec™ Security Center, the unified security platform, Synergis allows you to heighten efficiency and security by unifying your access control system with other security and business systems. Move away from independent systems and take advantage of a unified view of all your security information.



Synergis Key Features

The Most Secure Option

Threat Level Management - Quickly select the right response to perceived threats and restrict access with pre-built threat levels based on your corporate security policies.

Peer-to-Peer Communication - Enables innovative global antipassback and global IO linking across appliances while remaining independent of the ACS server.

End-to-End Encryption - Ensure communications are secured between client apps, server apps, and door controllers with encryption enabled throughout Synergis.

Advanced Security Privileges and Partitioning - Define who has access to your physical security system and what they can do with granular privileges and system partitioning. Synergis supports full control of user and operator access.

Streamlined Day-to-Day Operations

All Your Needs In One Application - Get a full-featured solution with embedded badge design, cardholder and visitor management, advanced reporting and more. Expand with Genetec™ Security Center unified platform, to consolidate and run all your security activities from one application.

Microsoft Active Directory (AD) Integration - Simplify user and cardholder management with automated synchs between your IT directory and Synergis. Automated synchs guarantee access rights to your Synergis security system are up to date.

Global Cardholder Management - Deploy independent Synergis systems that synchronize cardholders and credentials automatically between locations. Larger organizations can issue one card across all sites, dramatically reducing expenditures.

Choose Software and Hardware to Match Your Needs

Synergis Software Packages

Synergis access control software is available in a variety of packages to fit the size and needs of your specific security application. You can easily modify your package with a simple license update as your needs evolve.

PACKAGE OVERVIEW			
	STANDARD	PRO	ENTERPRISE
Maximum Number of Readers	64	256	Unrestricted
Maximum Number of Monitoring Clients (5 included)	5	10	Unrestricted
Number of Access Managers	1	2	Unrestricted
Badge Designer and Custom Fields	●	●	●
Alarm Management	●	●	●
Dynamic Graphical Maps	●	●	●
Custom Reports and Email Notifications	●	●	●
Virtualization Support	●	●	●
Threat Level Management and Visitor Management	○	○	○
Microsoft Active Directory - Cardholders and Users		○	○
Global Cardholder Management & Federation™ *			○

● Included or Supported ○ Optional * Main site must be Enterprise. Remote site software can be any package.

Intelligent Controllers, Electronic Locks, and Interface Modules

Synergis brings a revolutionary and open approach to the world of access control, allowing you to move away from proprietary solutions. With a broad range of supported hardware, Synergis lets you choose non-proprietary panels manufactured by industry-leading vendors. More importantly, you choose the hardware that matches your unique environment with the assurance that your security investment will be protected for years to come.



SYNERGIS CLOUD LINK

- ▶ Evolve to a truly universal, intelligent, and Power over Ethernet (PoE) enabled appliance that unifies door control hardware from Axis, ASSA ABLOY, HID, Mercury and SALTO.

ASSA ABLOY

- ▶ Aperio-enabled wireless locks¹
- ▶ Sargent WiFi & PoE locks¹
- ▶ Corbin Russwin WiFi & PoE locks¹



- ▶ EDGE EVO controllers
- ▶ VertX EVO controllers and interface modules²



- ▶ SALLIS-enabled wireless locks¹



- ▶ A1001 Network Door Controller³



- ▶ EP2500, EP1502, EP4502 and EP1501 intelligent controllers³
- ▶ M5 Bridge³



- ▶ Schlage AD-Series Hardwired Locks⁴
- ▶ Schlage AD-Series Wireless Locks⁴

¹ Requires the Synergis Cloud Link appliance.
² HID VertX interface modules are also supported with the Synergis Cloud Link appliance.
³ Also supported with the Synergis Cloud Link appliance.
⁴ Requires a Mercury EP2500 or EP1501 intelligent controller

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Assured Access. Complete Control.

Synergis is the IP access control system that heightens your organization's security and increases your readiness to respond to incidents, all while leveraging your existing network and security equipment investments. With sophisticated security functionalities and support for an ever-growing number of third-party access control devices, you can count on Synergis to make your switch to a leading IP system.

General

- IP-based solution developed for networked environments
- Offers hardware freedom through support of 3rd party hardware
- PoE to the door
- Runs on any off-the-shelf Windows-based server
- Supports SQL, including SQL Express for Enterprise systems
- Thick (installable) and thin (web-based) clients
- Mobile apps for Apple and Android enabled devices
- End-to-end encrypted communications between client apps and servers down to the readers
- Digital certificate support and claims-based authentication
- Virtualization supported (VMWare)
- High availability through NEC and Windows Clustering

User Interface

- Unified access control and video in one software package
- State of the art task-based interface
- Home page with quick search, list of favorites and recent tasks
- Tested with up to 1,000 client connections
- Cardholder verification and additional info in every display tile
- Cardholder pictures in the event list (exportable)
- Consolidated alarm management (access, video, intrusion)
- Shunt or disable reader from monitoring interface
- Dashboard with door-and zone-related widgets for quick access
- Single click functionality to execute most actions in the system such as running reports or unlocking doors
- Native cardholder and visitor management, badge design
- Quickly configure cardholders by assigning them to cardholder groups and inherit pre-defined access rights
- Granular set of privileges to control operator capabilities and rights
- Ability to define operator workspace in advance
- Workspace settings assigned to user account

Pricing

- Pricing based on base packages and hardware
- PoE offers costs savings such as less cabling and labor
- Configuration user interface (UI) is free of charge

Most add-ons are enabled system-wide (not per connection)

No add-on costs for configuration clients, badging clients, custom fields, and more

Hardware

- Open architecture approach supporting a variety of hardware
- Support of native IP hardware (no network adapters required)
- Run hardware inventory reports

Synergis cloud link supporting:

- HID VertX interface modules: V100, V200, V300
- Mercury EP controllers
- Assa Abloy WiFi, PoE, and Aperio locks
- Salto SALLIS wireless locks
- Allegion Schlage AD-Series Locks (through Mercury EP Panels)
- SimonsVoss SmartIntego Locks (through Mercury EP Panels)
- Axis A1001 Network Door Controller

Hid Vertx And Edge EVO Supported

- One of the largest HID VertX and EDGE reseller in the world
- PoE to the door with HID EDGE devices
- 2-reader PoE controller (HID Edge EVO with add-ons)
- 16-input PoE module (HID Edge EVO with add-ons)

Mercury Panels Supported

- EP2500, EP1501, EP1502, EP4502, MR modules
- M5 Bridge (GE Casi Micro/5 retrofit portfolio)
- MS Bridge (Software House iSTAR Pro retrofit portfolio)

Assa Abloy Electronic Locks Supported ^{WITH cloud link}

- Corbin Russwin Access 700, 800 and IN120 (WiFi and PoE)
- Sargent Passport 1000 (WiFi and PoE)
- Sargent Profile Series V.S1 (PoE) and V.S2 (WiFi)
- Sargent IN220 (PoE) and IN120 (WiFi)

Allegion Schlage AD-Series Locks ^{with Mercury EP Panels}

- Schlage AD-300 Hardwired Locks (RS-485)
- Schlage AD-400 Wireless Locks (900 MHz)

SimonsVoss SmartIntego Locks ^{with Mercury EP Panels}

- SmartIntego Digital Locking Cylinder (868 MHz)

- SmartIntego Smart Handle (868 MHz)
- SmartIntego Padlock (868 MHz)

Features

Partitioning

- Ideal for multi-tenant applications and simplifying operator view
- Logically segment system to control what operators have access to
- Partitioning does not require permanent database segmentation

Zone Monitoring And IO Linking

- Create zones consisting of multiple inputs
- Trigger outputs based on inputs
- Define custom zone events, available in reports

Move Unit Tool

- Move multiple units to another server

Copy Configuration Tool

- Copy certain settings from one entity to another
- Entities that can be copied include users and groups, cardholders and groups, credentials, units, access rules, and doors

Advanced Reporting

- Embedded reporting engine
- View access control events and alarms through graphs and charts
- Customizable reports without third party tool needed
- Activity and Configuration reports
- Export reports to CSV, EXCEL, and PDF
- Automatically email reports to specific users
- Time and attendance reporting

Federation

- Monitor remote and independent sites as a single system
- Run centralized reports across multiple sites and systems
- Unlock doors centrally
- Monitor remote access events with video
- Monitor remote intrusion panels with video

Global Cardholder Management

- Sync cardholders and credentials between independent sites
- Single card solution and single point of data entry
- Synch badge templates for printing
- Automatic and scheduled synchs

Active Directory (AD) Integration

- Link and synchronize with up to 10 Active Directory domains

- Encrypted LDAP (Lightweight Directory Access Protocol) network traffic

- Users can automatically log on with their Windows credentials

- Automatic synch of cardholders and users from AD to Security Center

- Synch AD attributes to Security Center custom fields

- Synch cards and cardholder pictures from AD

- Synch cardholder pictures to AD for other business system use

- Cardholders can be automatically assigned access rights

- Users can be automatically assigned privileges

Peer-to-Peer (P2P) Comms Between synergis cloud link appliances

- Global IO Linking without connection to the server

- Global antipassback without connection to the server

Threat Level Management with synergis cloud link

- Change the state of your system and increase security level

- Affect change across the entire security system or specific areas/doors

- Restrict access or go into a full lock-down mode

- Cardholders assigned min. security clearances to restrict access

Remote Security Desk (SD)

- Control one or multiple remote workstations

- Create a software video wall that includes access control data

- Manage remote monitoring and alarm monitoring tasks

- Add/remove doors and cameras on remote SD monitoring tasks

Health Monitoring Engine

- Live monitoring of system status

- Monitor up-time and down-time, MTBF, etc.

- Health history and statistics reports

Plan Manager (advanced mapping interface)

- View maps with doors, cameras, intrusion panels, zones

- Unlock doors from the map, place doors in maintenance mode

- Hierarchical view

- Alarm notification

- Customizable icons and colors

License plate as a credential

- Use the AutoVu™ SharpV ALPR camera as an access control reader

- License plates can be added to cardholders as access control credentials

- Physical access through a gate can then be granted or denied based on a cardholder's assigned license plate and access rules assigned to the gate

Failover Support

- Built-in Failover Directory

- Built-in Failover Access Manager

People Counting (Mustering)

- Live people count for entire system or per area
- Run historical reports

Email Notification

- Email any report on schedule
- Trigger emails following alarms or any event in the system

Advanced event-to-action mechanism

- Any event can trigger a system action
- Great level of flexibility
- Actions can also be triggered on a scheduled task

Software Development Kit

- Facilitates integration with third party systems
- Ideal for HR database, ERP, student database integrations
- Can integrate with third party visitor management
- SDK provides access to doors, cardholders, visitors, and more
- Web-Based SDK to create your own web based interface

Core Access Control

Cardholder Management

- Streamlined cardholder management task
- Multi-select and bulk deletion of cardholders
- Advanced filtering options to quickly locate cardholders
- Search for cardholders without assigned pictures or credentials
- Assign minimum security clearances to cardholders (Synergis Cloud Link and Threat levels) and control their access on the fly

Badge issuance workflow and activity trails

- Advanced workflow to issue credentials
- Official requests for badges screened and approved by supervisors
- Custom card request reasons can be defined
- Automatic email sent on completed requests
- Run credential request reports
- Investigate which users printed credentials

Visitor Management

- Check-in and check-out visitors
- Keep frequent visitors on file for quick check-in
- Print badges or paper credentials
- Run visitor list and activity reports
- Visitor escort mode

- Granular access control event detail (eg. Access Denied + reasons)

- Soft and Hard Antipassback, forgive antipassback functionality

- Antipassback on schedule (soft APB)

Advanced security measures

- First-Person-In rule for triggering unlock schedules
- First-Person-In rule for activating access rights
- Two-Person rule
- Visitor Escort mode
- Durress PIN support

Mobile Credentials

- Assign mobile credentials to cardholders
- Directly integrated with HID Mobile Access portal

Elevator Control

- Door interlocks without requiring PLCs
- Door and access troubleshooter tool

Badges/credentials and card formats

- Supports chroma keying (green screen) with Badge Designer
- Bulk creation of credentials
- Unrestricted cards per cardholders
- Unrestricted number of card formats support
- Custom card format editor (formats up to 256 bits)
- Import and export custom card formats, share between sites
- Works with open and proprietary credentials
- Cards can be manually imported even if format is unknown

Custom Fields

- Up to 999 custom fields for cardholders, visitors, credentials
- Custom fields can be synched from Active Directory
- Custom fields can be imported with Import Tool

Import functionality

- Bulk import of credentials

Import Tool

- Import cardholders, credentials, and custom fields
- Can assign badge templates to imported credentials
- Can assign chroma-key settings to imported credentials
- Scheduled import

Centralized Multi-device Firmware Upgrade

- Upgrade multiple devices in parallel such as the Synergis Cloud Link and SMC appliances, HID EDGE EVO, and VertX EVO controllers directly from within Config Tool

Whether you need to secure a large, multi-site facility, or a smaller installation with a few doors, Synergis has the flexibility needed to adapt to your security environment. The system is designed to scale as your operations grow, while always providing you the freedom to choose from leading open access control hardware.