



**Nevada Public Agency Insurance Pool
Public Agency Compensation Trust**
201 South Roop, Suite 102
Carson City, Nevada 89701-4779
Toll Free: (877) 883-7665
Telephone: (775) 885-7475

**NOTICE OF MEETING AND AGENDA FOR THE
ENTERPRISE RISK MANAGEMENT COMMITTEE OF
NEVADA PUBLIC AGENCY INSURANCE POOL AND PUBLIC AGENCY COMPENSATION TRUST**

DATE: Tuesday, October 22, 2024

TIME: 9:00 A.M. to 11:00 A.M.

LOCATION:

(1) In-person: Boulder City Conference Room
401 California Ave. Boulder City NV 89005

(2) Online:

Zoom Meeting

<https://us02web.zoom.us/j/82629145974?pwd=3JbGatg6uiO4PqdOoJaVJCl7EliUwu.1&from=addon> Meeting ID: 826 2914 5974 Passcode: 984791

AGENDA

Notices:

- 1. Items on the agenda may be taken out of order**
- 2. Two or more items on the agenda may be combined for consideration**
- 3. Any item on the agenda may be removed or discussion may be delayed at any time**
- 4. The general Public Comment periods are limited to those items not listed on the agenda. Public Comment periods are devoted to comments by the general public, if any, and may include discussion of those comments; however, no action may be taken upon a matter raised under Public Comments until the matter itself has been included specifically on an agenda as an item upon which action may be taken. Public Comments are Limited to Three Minutes per Person.**
- 5. At the discretion of the Chair of the meeting, public comments on specific agenda items may be allowed, but must be limited to the specific agenda item.**
- 6. The Committee may prohibit public comment if the content of the comments is a topic that is not relevant to, or within the authority of the Committee, or if the content of the comments is willfully disruptive of the meeting by being irrelevant, repetitious, slanderous, offensive, inflammatory, irrational, or amounting to personal attacks or interfering with the rights of other speakers.**

1. Roll and Introductions

2. Public Comment

3. **FOR POSSIBLE ACTION:** Approval of the Minutes of Committee Meeting of August 13, 2024. [\(ATTACHMENT 1\)](#)
4. **FOR DISCUSSION:** Highlights/Happenings in Boulder City: Paul Sikora
5. **FOR DISCUSSION: Risk Management Activity Report**
 - a. **Webinars/Seminars/Training/Programs Since Last Meeting**
 - i. **Enterprise Risk Management Conference**
 1. Elko, NV, September 4th-5th
 2. Attendance and Feedback Update [\(ATTACHMENT 2\)](#)
 3. Discussion on future conferences, topics, and locations
 - ii. **Occupational Safety**
 1. Humboldt County Safety Committee; *Heat Illness, Vehicle Inspections, and PPE*; July 17th
 2. Lincoln County Safety Committee, *Written Workplace Safety Plan Development*, August 22nd and October 3rd
 3. Lander County School District Safety Committee, *Written Workplace Safety Plan Development*, August 28th
 4. Mineral County School District Safety Committee, *Committee Development*, September 24th
 5. Pershing County Safety Committee, *Committee Development*, September 24th
 6. Mineral County Safety Committee, October 7th
 7. PACT Ice Cleave Program, October 16th
 - iii. **Fiscal Controls**
 1. *Investment Training*, Alan Kalt, August 13th
 - iv. **Cybersecurity**
 1. Cybersecurity Webinar, September 9th
 - v. **Law Enforcement**
 1. Roll-Call Webinar, *Property and Evidence, and First Aid in Detention Centers*, August 27th
 - b. **Upcoming Webinars/Seminars/Training**
 - i. *Navigating the NRS 289 Minefield*, HR Leadership Pre-Conference, October 29th, Reno, Nevada
 - ii. Roll-Call Webinar: *Stops, Seizures, and OUD/MAT in Jails*, November 19th, 10am
 - iii. *Nevada School Safety Workshop*, December 4th-5th, Reno, Nevada
 - iv. Cybersecurity Webinar; December 17th
 - c. **Enterprise Risk Management Excellence Program Report**
 - i. ERMEP Status Report
 1. Award Recipients: 5
 2. New Applicants: Elko County School District
 3. Current Number of Applicants: 22
 4. Applicants 90%+ completion status: Pahrangat Volunteer Fire District, Pershing County, IVGID
 - d. **Nevada Risk Management Association:**

- i. Curtis Truillo (IVGID), Brian Foote (Belfor), Jarrod Hickman and Marshall Smith
- e. **Nevada Detention Administrators Working Group**
 - i. Next Meeting: 11/12/24 Hawthorne (hosted by MCSO Sheriff Ferguson)
- f. **Risk Management Grant Program Report ([ATTACHMENT 3](#))**
 - i. Budget
 - 1. POOL: \$500,000.00
 - 2. PACT: \$500,000.00
 - ii. RM Grants Funded in FY24/25: \$3,750.00
 - iii. RME Grants Funded in FY24/25: \$6,130.09
- 6. **FOR DISCUSSION AND POSSIBLE ACTION:** Approval of Boulder City *Enterprise Risk Management Excellence Program Award*. ([ATTACHMENT 4](#))
- 7. **FOR DISCUSSION AND POSSIBLE ACTION:** 0269-RM-2023, Mineral County Grant application for FIAR Augmented Reality Fire Extinguisher Training System. ([ATTACHMENT 5](#))
- 8. **FOR DISCUSSION AND POSSIBLE ACTION:** 0284-RM-2024, Lander County School District application for enhancing district and campus security through additional surveillance cameras and exterior lighting. ([ATTACHMENT 6](#))
- 9. **FOR DISCUSSION:** Committee Member ideas, suggestions, or recommendations regarding POOL/PACT's ERM programs, services, and objectives?
 - a. **Chair Dan Murphy:** Pilot program for Safer Schools Together Digital Threat Assessment service agreement.
- 10. **FOR DISCUSSION:** Enterprise Risk Management activities/projects Committee members are working on, both successes and challenges.
- 11. **FOR DISCUSSION:**
 - a. Date and location for next meeting.
- 12. **Public Comment**
- 13. **Adjournment**

This Agenda was posted at the following locations and at notice.nv.gov:

N.P.A.I.P.
201 S. Roop
Carson City, NV 89701

Carson City Courthouse
885 E. Musser Street
Carson City, NV 89701

Eureka County Courthouse
10 S. Main Street
Eureka, NV 89316

Churchill County Courthouse
155 North Taylor Street
Fallon, NV 89406

NOTICE TO PERSONS WITH DISABILITIES

Members of the public who are disabled and require special accommodations or assistance at the meeting are requested to notify the Nevada Public Agency Insurance Pool in writing at 201

S. Roop Street, Suite 102, Carson City, NV 89701-4790, or by calling (775) 885-7475 at least three working days prior to meeting.

ATTACHMENT 1



**Nevada Public Agency Insurance
Pool
Public Agency Compensation Trust**
201 South Roop, Suite 102
Carson City, Nevada 89701-4779
Toll Free: (877) 883-7665
Telephone: (775) 885-7475

**MINUTES FOR THE
ENTERPRISE RISK MANAGMEENT COMMITTEE MEETING OF
NEVADA PUBLIC AGENCY INSURANCE POOL AND PUBLIC AGENCY
COMPENSATION TRUST**

DATE: 8/13/24

TIME: 9:00 A.M. to 11:00 A.M.

LOCATION:

(1) In-person: Tonopah Convention Center
301 Brougner Ave, Tonopah, NV 89049, United States

(2) Online:

Zoom Meeting

<https://us02web.zoom.us/j/81633463557?pwd=jKuC6L21sdB0pIH9BqawtXooPe4g7k.1&from=addon> Meeting ID: 816 3346 3557 Passcode: 587159

Call-In: (669) 900-6833

MINUTES

1. Roll and Introductions

Members Present: Dan Murphy, Joni Eastley, Paul Sikora, Shannon Harris, Alicia Heiser, Curtis Trujillo

Members Absent: Ann Cyr

Others: Jarrod Hickman, Jennifer Turner, Sean Moyle, Lessly Monroy, Alan Kalt, Donna Squires, Joe Westerlund, Becky Braska, Marshall Smith,

2. Public Comment – No public comment

3. **FOR POSSIBLE ACTION:** Approval of the Minutes of Committee Meeting of May 22, 2024.

Jonie Eastley requested her name be spelled correctly, and that she is the Vice-Chair of the Town of Tonopah Town Board. Shannon Harris requested that her name be listed correctly. Joni Eastley made a motion to accept, which was seconded by Paul Sikora. Motion passed.

4. **FOR DISCUSSION:** Highlights/Happenings in the Town of Tonopah

Jonni Eastley, from the Tonopah Town Board, was introduced by Dan Murphy. She presented all attendees with many thoughtful and informative Town of Tonopah items. She then turned it over to Joe Westerlund, Tonopah Town Manager. Joe gave a brief overview of a pre-bid walk taking place today for a water project; the town was awarded \$5.3 million for this particular project and will be great for the infrastructure of the town. Getting ready to put bids out on Harvey Park, which is a skate park/basketball/pickleball court. Will be re-skinning building in the next couple months; bike and classic car show happening in two weekends; the pool is closed for the year and school has resumed. The Town was awarded \$45,000k grant to create a coffee spot, part of the walking tour area; a lot of people partnering to help out with that; and a local is donating old mining equipment for this project. Star gazing activities/parties go through to the end of October. Joe invited everyone to come to Tonopah and check out the mining park. Dan Murphy commented that every community is adding pickleball courts everywhere across the state of Nevada, and that a pad is being poured in Lovelock with 4 new courts.

5. **FOR DISCUSSION:** Risk Management Activity Report

a. **Webinars/Seminars/Training Since Last Meeting**

i. **Occupational Safety**

Jarrold gave a brief overview of assessments and trainings that occurred since the last meeting.

ii. **School Safety** – Jarrod provided a brief summary of the work with Mineral County School District's EOP Development Committee and its progress.

iii. **Cybersecurity**

1. Jarrod provide brief summary.

iv. **Law Enforcement**

Jarrold briefly provided a brief summary of the Roll-Call webinars. gave an overview of the last Roll Call Webinar.

b. **Enterprise Risk Management Excellence Program Report**

Marshall provided a brief summary of new applicants and status of current applicants.

c. Nevada Detention Administrators Working Group

Marshall provided a statement of what NDAWG is, does, and recent and upcoming meetings.

d. Upcoming Webinars/Seminars/Training

Marshall provided a brief summary of upcoming webinars, seminars, and trainings.

e. Risk Management Grant Program Report

Jarrold provided a brief financial summary of the risk management grant program.

6. FOR DISCUSSION: Enterprise Risk Management activities/projects

Committee members are working on, both successes and challenges.

Marshall also requested that Members share any ideas and suggestions on how the risk management programs/services can be improved.

Dan Murphy – gave an overview of the rekeying project they started about three years ago. He also spoke about how T-Mobile is working to provide cameras, entry devices, visitor check-in, etc. for schools. He thinks it could be something that our members could potentially tap into in the future.

Jonnie Eastley – talked about how the Tonopah Library has entered into the ERMEP process; they are working on examining and implementing new projects. She mentioned that Dr. Fred Steinman, with the University of Nevada, will be assisting with targeted focus groups with questionnaires for the community to have them help build a 5 year plan for the library.

Shannon Harris – keying project, gave overview of key safety practices, senior guards that go off to college have to check their keys back into swim center, worked on key inventory that lists which role has which keys so no one has keys they shouldn't have access to. She thanked Jarrod for reviewing their safety plan and looks forward to meeting with the safety team.

Alicia Heiser – her microphone was not working

Paul Sikora – transitioning as several directors and the city manager have left due to retirements and such. They are trying to clean up 4 or 5 items on the excellence program with Marshall and Jarrod. Awaiting new leadership team, and planning on turning over a great working team to new leadership once they're on board.

Curtis Trujillo – 90% through second ERMEP award. Curtis is starting a key project as well. IVGID has never replaced keys, current key system is a free

for all; he will come up with quote to approve putting in electronic key strikes for the entity as a whole. Could potentially turn into a grant from POOL/PACT. Jarrod recommended he speak with Dan Murphy re: PCSD rekeying project.

7. FOR DISCUSSION:

a. Date and location for next meeting.

Boulder City, will work out details with Paul Sikora offline. Nov. 12th or Nov. 26th for dates of meeting. Marshall will work with Dan and Paul to get details nailed down.

8. Public Comment - None

9. Adjournment – 10:04 AM

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ATTACHMENT 2



ERM CONFERENCE ▶ EVALUATIONS



EVALUATIONS

Thank you to you and all who worked so hard to present the best conference I have ever attended. It was extremely well organized, and the information presented is relevant to our organizations. Thank you again.

Charles (Chuck) Sayles

Pershing County Commissioner Elect

Overall evaluation rating

The overall rating from all evaluation responses - **4.6 out of 5 stars**

View the overall comments below for day one (Sept. 4) and day two (Sept. 5) in a word cloud format.

General comments Sept. 4



QUICK
CONTACT

HOME ► SERVICES ► RISK MANAGEMENT



ENTERPRISE RISK MANAGEMENT EXCELLENCE PROGRAM

excellence in risk management

*“The Enterprise Risk Management Excellence Program is a catalyst for transformative change, empowering POOL/PACT members to navigate challenges with confidence and achieve lasting success. **Through my years of work with national pooling associations and other state risk pools, I have not seen a program of similar depth and breadth.** Through the *Enterprise Risk Management Excellence Program*, POOL/PACT members are building a stronger, more resilient future by proactively identifying and mitigating risks, ensuring the continuity of essential public services. This program is a testament to the commitment of POOL/PACT members to excellence, demonstrating their dedication to serving their communities with integrity and accountability. By participating in the *Enterprise Risk Management Excellence Program*,*

Rev. 10/16/2024

POOL/PACT members are setting a new standard for public service, inspiring others to follow their lead. Having the opportunity to be part of the inaugural ERM member conference (2024), I got to speak with some POOL/PACT members who recognize the importance of the ERMEP program and greatly appreciate all the staff and their continued enterprise risk management efforts are doing for Nevada local governmental entities.”

Robert Ruiz, ARM-P, AIC, CRM, CIC, CC, Associate Director, Risk Management Services
Texas Association of Counties



Program Summary

About the Program (opens PDF)

On November 2, 2022, the Enterprise Risk Management Committee changed the name of the Loss Control Excellence Program to the Enterprise Risk Management Excellence Program (ERMEP). The Committee determined that the overall objective of the current Program is much more than member loss control. The objective of the Program is to measure, monitor, and increase the overall entity performance. The Committee determined that the name of the Program should reflect that objective. The application process has also been significantly streamlined. If your entity wants to apply for the Program, **[please fill out this online form](#)**. For additional information, please contact POOL/PACT Risk Management (775) 885-7475 or marshallsmith@poolpact.com

Awardees

ATTACHMENT 3

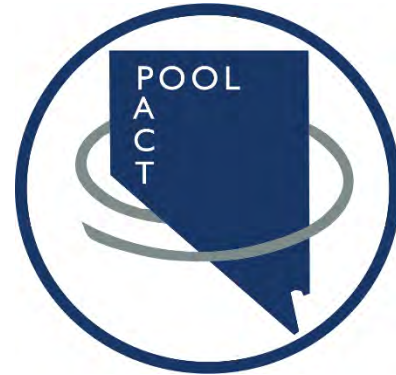
RISK MANAGEMENT EDUCATION GRANTS FY24/25

Name	Organization Name	Approval Date	Amount Requested/Approved	Proof of Payment Received	Date Reimbursement Issued	Amount Reimbursed
0404-RME-2024 (HR Conference)	Mineral County	10/3/2024	\$ 1,539.35			
0396-RME-2024 (National Rec & Park Conference - Harris)	East Fork Swimming Pool District	9/20/2024	\$ 2,611.96			
0397-RME-2024 (National Park & Rec Conference - DesJardins)	East Fork Swimming Pool District	9/20/2024	\$ 2,797.98			
0398-RME-2024 (National Rec & Park Conference - Gross)	East Fork Swimming Pool District	9/20/2024	\$ 2,860.96			
0399-RME-2024 (National Rec & Park Conference - Biaggi)	East Fork Swimming Pool District	9/20/2024	\$ 2,620.96			
0392-RME-2024 (Lifeguard Training Materials & Equipment)	Winnemucca, City of	9/18/2024	\$ 3,179.44			
0394-RME-2024 (Raptor Technologies School Safety Conference)	White Pine County School District	9/18/2024	\$ 8,575.00			
0395-RME-2024 (ERM Conference)	Lincoln County School District	9/13/2024	\$ 463.61	9/16/2024		\$ 463.61
0393-RME-2024 (ERM Conference)	Pershing County School District	9/10/2024	\$ 313.11	9/9/2024		
0389-RME-2024 (ERM Conference)	Churchill County	8/27/2024	\$ 640.50	9/9/2024	9/13/2024	\$ 285.20
0387-RME-2024 (POOL/PACT HR Conference)	Fernley, City of	8/26/2024	\$ 380.23			
0388-RME-2024 (ERM Conference - Keith Pearson)	Lincoln County	8/26/2024	\$ 848.11	10/3/2024	10/8/2024	\$ 848.11
0386-RME-2024 (ERM Conference - Dylan Frehner)	Lincoln County	8/20/2024	\$ 912.28	9/10/2024	9/13/2024	\$ 912.28
0383-RME-2024 (ERM Conference)	Caliente, City of	8/15/2024	\$ 1,079.00	9/12/2024	9/13/2024	\$ 350.84
0384-RME-2024 (ERM Conference)	Mineral County	8/8/2024	\$ 1,463.60	9/10/2024	9/13/2024	\$ 1,243.05
0382-RME-2024 (POOL/PACT HR Conference)	Pershing County School District	7/22/2024	\$ 541.14			
0381-RME-2024 (SHRM Annual Conference - Trujillo)	Incline Village General Improvement District	7/16/2024	\$ 3,655.00			
0379-RME-2024 (Building Inspector Training - Brown)	Churchill County	7/1/2024	\$ 1,510.00			
0380-RME-2024 (Certified Building Official - Reidenback)	Churchill County	7/1/2024	\$ 2,000.00	8/28/2024	9/3/2024	\$ 2,000.00
			\$ 37,992.23			\$ 6,103.09

RISK MANAGEMENT PROJECT GRANTS FY24/25

Name	Organization Name	Approval Date	Amount Requested		Proof of Payment Received	Date Reimbursement Issued	Amount Reimbursed	
0297-RM-2024 (Safer Schools Together Threat Assessment Pilot Project)	Pershing County School District	10/1/2024	\$	3,750.00	10/14/2024		\$	3,750.00
0290-RM-2024 (Lion System for PFE Training)	White Pine County School District	9/18/2024	\$	10,000.00				
0294-RM-2024 (Digital Radio Kits)	Lincoln County School District	9/18/2024	\$	5,186.25	10/9/2024			
			\$	18,936.25			\$	3,750.00

ATTACHMENT 4



STAFF ERMEP AWARD RECOMMENDATION REPORT AND ACCOUNTING REPORT FOR:

BOULDER CITY

Audit Report Summary: 10/16/24

Started: 5/23/2023, Completed: 9/25/24 (16 months)

Emails: 76 email strings

ERMEP Department Conferences: 31

Date of Award Presentation: 10/22/24

Date Award Expires: 10/22/27

Entity Principals:

Paul Sikora, Purchasing, Grants and Risk Manager, Finance Dept., Program
Liaison, Sections: Risk Management, Fiscal Controls

Lourdes Martin, Human Resources Manager, Section: Human Resources

Cokie McKay, City Council Member, Section: Board Governance

Ben Jurek, Information Technology Coordinator, Section: CyberSecurity

Greg Chesser, Chief, Boulder City Fire, Section: Fire Services

Gary Poindexter, Public Works Director, Section: Vehicle Fleet, Risk
Management, Streets/Roads, Public Works

Tim Lynch, Streets Division Supervisor, Section: Streets/Roads

Jim Keene, City Engineer, Section: Public Works,

Julie Calloway, Parks and Recreation Director, Section: Parks and Recreation

Cheree Brennen, Aquatic Coordinator, Section: Aquatics Facility

Tim Shea, Chief, Boulder City Police, Section: Law Enforcement (Road Operations)

David Stanton, Superintendent Public Works, Sections: Public Works, Vehicle Fleet

Financial Award Accounting:

Population: (201)	\$3500 (Tier 3)
Vehicle Fleet:	\$1875
Law Enforcement	\$6300
Fire Services	\$7800
Parks	\$ 975
Aquatics	\$3075
Streets/Roads	\$1275
Public Works	<u>\$2550</u>
	\$27,350

ATTACHMENT 5



LOSS CONTROL COMMITTEE RM GRANT SUMMARY

GRANT NUMBER: 0269-RM-2023

ENTITY: Mineral County

FUNDED BY: POOL: **xx** PACT: **xx**

DATE SUBMITTED: 06/22/2023

SUBMITTED BY: Alyssa Burke

DATE CONSIDERED BY COMMITTEE: 10/22/2024

SUMMARY: Mineral County seeks to acquire a JHB Group FiAR Augmented Reality Fire Extinguisher Training System to provide OSHA mandated, annual portable fire extinguisher training to county employees.

PERSON PRESENTING ON BEHALF OF MEMBER:

***Confirmation of attendance:** Chief Chris Lawrence, confirmed 10/15/2024 by phone.

STAFF NOTES RE: ELIGIBILITY CRITERIA:

Criteria	Staff Notes
POOL/PACT consultant, SME, or LCC recommendation.	None provided
Sufficient evidence of significant risk reduction that benefits employees or the public.	Training would be beneficial for required portable fire extinguisher training and property loss mitigation.
Applicant sought other grant funding.	No.
Documented claim or loss history.	None provided.
ERMEP participation.	Yes – Mineral County is an award program participant.
Typical and ordinary capital budget item.	N/A
Project already paid for by member.	N/A
Other considerations.	Application previously considered on 7/13/2023. The application was tabled because POOL/PACT provides PFE training. The application is submitted again because Chief Lawrence has indicated he will make training available to regional member-entities effectively increasing training reach and opportunities to the 139 member entities and 14,000 employees.

FINANCING *(based on updated, submitted proposals):*

Total Project Cost	\$15,209.25
Member Contribution (25%)	\$3,802.31

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Rev. 10/16/2024
22 of 109

POOL/PACT Contribution (75%)	\$11,406.94
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ERMEP Submission: If granted, person to contact to coordinate ERMEP:

Name:

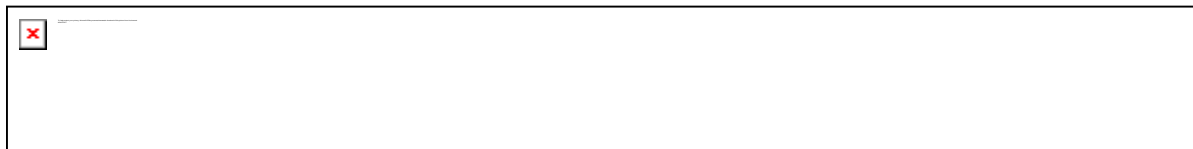
Title:

Email:

COMMITTEE APPROVAL: YES NO

Jennifer Turner

From: Pool Pact <noreply@poolpact.com>
Sent: Thursday, June 22, 2023 11:15 AM
To: Marshall Smith; ELearning; jim@jmstudioinc.com; Jarrod Hickman; Jennifer Turner
Subject: Risk Management Grant Application Notification 0269-RM-2023
Attachments: Application Approval Form MCFD.pdf; FiAR Quote.pdf



Risk Management Grant Application Notification

RMID: 0269-RM-2023

Applicant/Member: Mineral County

105 S. A Street

Hawthorne Nevada, 89415

Department Involved: Mineral County Fire Department

Project Contact: Alyssa Burke

Phone: 7759450706

Email: aburke@mineralcountynv.org

Alternate Project Contact: Chris Lawrence

Alt. Phone: 7759452497

Alt Email: clawrence@mineralcountynv.org

Liaison Contact: Cassie Hall

Liaison Phone: 7753162483

Liaison Email: chall@mineralcountynv.org

Funding Contact: Mineral County Clerk-Treasurer's Office

Funding Email: clerk-treasurer@mineralcountynv.org

Funding Phone: 7753162483

Funding Address:

P.O. Box 1450

Hawthorne Nevada, 89415

Grant Description: This grant would fund the purchase of FiAR, the world's first augmented reality (AR) fire extinguisher training tool delivering a whole new level of realism and learner engagement. FiAR allows you the ability to scan your environment, creating custom fire training scenarios including fire types, size, fire count, sequence of fires, etc. Once you have completed creating your scenario, you can choose to run any scenario in your saved collection. This training program would offer the best hands on training to our employees.

Part I: The training we would be able to provide if this project was funded would ensure that our employees were equipped to handle a fire extinguisher and safely put out a fire also. This would increase the safety of everyone present as well as our property. It is important that employees know that Improper use of fire extinguishers can cause injuries, fail to put out a fire, or even make fires worse. When employees know how to properly use fire extinguishers, they can

immediately suppress and extinguish workplace fires. This additional training will help to minimize the overall damage done to Mineral County property, requiring less time to be spent completing repairs, getting everyone back to work quickly and safely.

Part II a: Mineral County supports the Fire and EMS department with a percentage of the General Fund Budget. A large percentage of the General Fund income is derived from taxes levied on fuel sales, room taxes, sales tax, and taxes on gaming and brothel operations. Due to the restrictions on permissible businesses that can remain open during the Covid-19 crisis, the county has lost a sizable portion of its income. As a result of this budget shortfall, Fire and EMS funding has decreased by more than 30% and is restricted spending by the County Commissioners to 'an absolute emergency' level of funding and expenditures. Regardless of our funding levels, Mineral County Fire & EMS continues to provide service at an increased volume. Our population is disproportionately covered by Medicare/Medicaid and the reimbursement rate paid for an ambulance run does not cover the basic operating cost of the ambulance in addition to staffing. Mineral County is a disadvantaged county with a dwindling tax base, our population is aged and suffers from poor health and many comorbidities. The population diversity of Mineral County has shifted from 35 to 60 years of age to 65 and over by almost 11%. This population shift has resulted in an increase in use of services, and lowered the reimbursement rate of these services. Our fire services are not reimbursable and our EMS reimbursement rate has been reduced to a level which no longer covers the cost of these services.

Part II b: The matching funds will be paid out of Mineral County's general fund.

Part III: This project will benefit all departments throughout Mineral County as well as any other organization that we are able to offer the training to.

Total Budget: 15209.25
Applicant Funding: 3802.31
POOL/PACT Funding: 11406.94

Authorizing Applicant: Mineral County Board of Commissioners

Date/Time: 6/22/2023 11:15:26 AM
IP Address: 64.113.172.132

[CAUTION EXTERNAL EMAIL]



RISK MANAGEMENT GRANT APPLICATION APPROVAL

This approval form must be signed by both the department head and the member liaison and/or responsible board.

Name/Description of Grant Purpose: Mineral County - Purchase of FiAR Augmented Reality Fire Extinguisher Training

Signatures below attest that:

1. The purpose and objective of the grant application have been reviewed, approved, and needed by the applicant;
2. The member is able to fund its share (25%) of the project, program, or acquisition in the amount of: \$ 3802.31; and
3. If the grant is approved, the funds will be used exclusively for the purposes outlined in the grant application.
4. If the total grant request is \$50,000 or more, member affirms it has complied with all applicable federal, state and local rules, including but not limited to the Local Govt Purchasing Act.
5. If the grant is approved, the entity or department will complete the applicable Loss Control Excellence section(s) within 30 days if it has not been completed within the last 3 years.

Department Head Acknowledgment

Chris Lawrence Fire Chief [Signature] Date: 6/22/23
Name and Title Signature

Board and/or Liaison Acknowledgment

CASSIE HALL, BOARD Cassie Hall Date: 6/22/23
Name and Title CHAIR Signature

RISK MANAGEMENT GRANT
APPROVAL FORM
REV. 08/17/22

8545 Pyott Rd
Lake In The Hills, IL 60156
US
team@jhbgroup.org
www.JHBGroup.org



Estimate

ADDRESS	SHIP TO	ESTIMATE	1012
Chris Lawrence	Chris Lawrence	DATE	06/21/2023
Mineral County Fire & EMS	Mineral County Fire & EMS	EXPIRATION	07/21/2023
418 Mineral way	418 Mineral way	DATE	
P.O.Box 1095	P.O.Box 1095		
Hawthorne, NV 89415	Hawthorne, NV 89415		

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	FiAR - Augmented Reality Fire Extinguisher Training System	1	14,516.25	14,516.25
	FiAR- Spare Shear Pins	10	9.00	90.00
SUBTOTAL				14,606.25
TAX				0.00
SHIPPING				603.00
TOTAL				\$15,209.25

Accepted By

Accepted Date

ATTACHMENT 6



LOSS CONTROL COMMITTEE RM GRANT SUMMARY

GRANT NUMBER: 0284-RM-2024

ENTITY: Lander County School District

FUNDED BY: POOL: **xx** PACT:

DATE SUBMITTED: 03/07/2024

SUBMITTED BY: Superintendent Russ Klein

DATE CONSIDERED BY COMMITTEE: 10/22/2024

SUMMARY: Lander County School District seeks to enhance district and campus security through the installation of additional security cameras and exterior lighting.

PERSON PRESENTING ON BEHALF OF MEMBER:

***Confirmation of attendance:** Superintendent Russ Klein, confirmed 09/23/2024 by email.

STAFF NOTES RE: ELIGIBILITY CRITERIA:

Criteria	Staff Notes
POOL/PACT consultant, SME, or LCC recommendation.	Jeff Kaye, School Safety Operations, Inc., indicates that the application is consistent with HVA recommendations and overall, an excellent project.
Sufficient evidence of significant risk reduction that benefits employees or the public.	
Applicant sought other grant funding.	Yes. LCSD sought ECLIP grant funding through NDE and was awarded \$15,000 for security enhancements. The ECLIP award has been deducted from the overall request.
Documented claim or loss history.	Review of PACT data found 2 slip-and-fall claims where ground visibility may have been a factor.
ERMEP participation.	Yes – LCSD is an award program participant.
Typical and ordinary capital budget item.	Arguably yes but recommended by SME.
Project already paid for by member.	No.
Other considerations.	N/A

FINANCING *(based on updated, submitted proposals):*

Total Project Cost	\$95,147.64
Less ECLIP Award	(\$15,000.00)
Member Contribution (25%)	\$20,036.91
POOL/PACT Contribution (75%)	\$60,110.73

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ERMEP Submission: If granted, person to contact to coordinate ERMEP:

Name:

Title:

Email:

COMMITTEE APPROVAL: YES NO

0284-RM-2024 GRANT REQUEST SUMMARY (from POOL/PACT application)

Applicant Funding	\$	24,000.00
POOL/PACT Funding	\$	70,492.64
Project Cost	\$	94,492.64

PROJECT BREAK DOWN (based on POOL/PACT project narrative and attached quotes)

ITEM (Sept. 26 & 27, 2024 quotes)	COST
Orion Proposal 172542 (1 camera BMES)	\$ 2,713.00
Orion Proposal 172546 (5 cameras BMHS)	\$ 15,374.00
Orion Proposal 172549 (4 cameras ELMS)	\$ 5,390.00
Orion Proposal 172550 (1 camera BMES)	\$ 1,788.00
Orion Proposal 172551 (4 NVRs and 8 cameras in 4 BEMS protable classrooms)	\$ 38,532.00
Orion Proposal 172552 (3 cameras Austin School)	\$ 8,776.00
Orion Proposal 172553 (1 NVR and 2 cameras ELMS)	\$ 13,328.00
UPDATED TOTAL	\$ 85,901.00
ITEM (ext. lights)	COST
68 exterior lights	\$ 9,246.64
TOTAL	\$ 9,246.64
10/15/24 UPDATED PROJECT TOTAL	\$ 95,147.64

OTHER FUNDING SOURCE (Relevant description from submitted NDE ECLIP grant documents) **AWARD LINE ITEM AMOUNT**

ECLIP Grant Item 654: **Security infrastructure** including keyless locks, **cameras, and other features** to secure the building, and other miscellaneous supplies walkie talkies for communication between staff on the playground or different areas of the school. **We have applied for funding through POOL PACT as a match to cover additional costs for security updates.** No single items to exceed \$999.

\$ 15,000.00

Project less other funding award: \$ 80,147.64

POOL/PACT contribution (75%):	\$ 60,110.73
LCSD contribution (25%):	\$ 20,036.91
Total:	\$ 80,147.64

From: [Pool Pact](#)
To: [Marshall Smith](#); [ELearning](#); jim@jmstudioinc.com; [Jarrod Hickman](#); [Jennifer Turner](#)
Subject: Risk Management Grant Application Notification 0284-RM-2024
Date: Thursday, March 7, 2024 9:25:10 AM

NPAIPPACT



Risk Management Grant Application Notification

RMID: 0284-RM-2024

Applicant/Member: Lander County School District

450 E 6th Street

Battle Mountain Nevada, 89820

Department Involved: Maintenance Department, Technology Department

Project Contact: Russ Klein

Phone: 775-635-2886

Email: rklein@landernv.net

Alternate Project Contact: Mike Speers

Alt. Phone: 775-635-2886

Alt Email: mspeers@landernv.net

Liaison Contact: Cori Warwood

Liaison Phone: 775-635-5436

Liaison Email: cwarwood@landernv.net

Funding Contact: Tamara Tooley

Funding Email: ttooley@landernv.net

Funding Phone: 775-635-5436

Funding Address:

PO Box 1300

Battle Mountain NV, 89820

Grant Description: The Lander County School District is submitting a comprehensive risk management initiative aimed at enhancing campus security through the installation of additional security cameras and exterior lighting across various school buildings. This project addresses critical safety concerns and aligns with the district's commitment to providing a secure learning environment for students, staff, and visitors. Project Components:

Replacement of Broken Camera: One of the primary components of this project involves replacing a broken camera at Battle Mountain Elementary School (BMES). The malfunctioning camera poses a significant security risk by creating a blind spot in surveillance coverage. The estimated cost for the replacement camera is \$2,611, ensuring seamless monitoring and risk mitigation at BMES. Installation of Additional Security Cameras: In addition to replacing the broken camera, the project includes the installation of 23 additional security cameras strategically positioned across various locations within the Lander County

School District. These cameras will address existing blind spots and enhance surveillance coverage, minimizing the risk of property damage, vandalism, and unauthorized access. The total cost for the camera installation project is \$85,246. Exterior Lighting Enhancement: To further bolster security measures, exterior lighting will be installed at each school building within the district. A total of 68 (\$135.98 a piece) lights will be strategically placed to illuminate key areas and deter potential intruders during nighttime hours. The enhanced lighting not only improves visibility but also creates a safer environment for students, staff, and visitors. The total cost for the exterior lighting project is \$9,246.64. Total Project Cost: The combined cost of replacing the broken camera, installing additional security cameras, and enhancing exterior lighting amounts to \$94,492.64. Justification for the Project: The proposed risk management initiative directly addresses identified security vulnerabilities within the Lander County School District. By replacing the broken camera, installing additional security cameras, and enhancing exterior lighting, the project aims to: 1. Improve surveillance coverage and eliminate blind spots. 2. Deter potential criminal activities and unauthorized access. 3. Enhance the safety and well-being of students, staff, and visitors. 4. Mitigate property damage and reduce the risk of liability. Conclusion: The proposed risk management initiative represents a proactive approach to addressing security concerns within the Lander County School District. By investing in the replacement of broken equipment, the installation of additional security cameras, and the enhancement of exterior lighting, the district aims to create a safer and more secure learning environment for all stakeholders.

Part I: The Lander County School District is seeking funding to enhance safety and security measures across all of our facilities. This project will install additional surveillance cameras and upgrade exterior lighting systems at each school and district building. This project to install 23 additional security cameras, 1 camera replacement (\$85,246) and 68 additional exterior lights (\$9,246.64) across all district facilities directly aims to reduce property risk and mitigate potential injuries to employees. The expanded network of surveillance cameras will provide greater monitoring and deterrence of criminal activity like vandalism, property damage, theft, and trespassing on school grounds. Footage will also aid in investigations to identify perpetrators if incidents do occur. This enhanced video coverage reduces the risk of property loss or damage across the district. Improved exterior lighting at a cost of \$9,246.64 increases visibility and illuminates blind spots around building perimeters and parking lots after dark. This discourages crime, deters potential intruders, and mitigates the risk of injuries from trips, falls, assaults, etc that could occur in dim lighting conditions. Proper illumination creates a safer environment for employees, students, and visitors entering/exiting district properties in the evening hours. Both the \$85,246 security camera enhancement and \$9,246.64 lighting upgrade support a comprehensive district safety plan to control exposure to risks that could result in costly property or liability claims. Preventing crimes and injuries through these physical security improvements protects the district's people, assets, and financial resources. By proactively addressing property/casualty risks now, this \$94,492.64 project aims to reduce the frequency and severity of future losses or harm.

Part II a: The Lander County School District operates on a very limited budget that makes it challenging to fund large-scale facility and security upgrades beyond routine maintenance and operations. Our current fiscal year budget allocates the majority of resources to essential personnel, instructional materials, transportation, utilities and other core expenditures necessary to provide basic educational services. For the current budget cycle, the district would be able to allocate \$24,000 toward this \$94,492.64 security enhancement project. This risk management grant would provide the necessary funds to bridge the gap and allow the school district to take proactive steps to enhance safety, mitigate risks, and control potential losses

related to criminal activity, accidents, or injuries on our properties. The project is specifically focused on security and risk reduction measures, not general operations or disposable goods as outlined in the grant guidelines.

Part II b: For the current budget cycle, the district is able to allocate \$24,000 toward this \$94,492.64 security enhancement project. This leaves a remaining funding gap of \$70,492.64 that grant assistance is needed to fill.

Part III: While the primary beneficiary of this risk mitigation project will be the Lander County School District, the enhanced safety and security measures will also provide ancillary benefits to other organizations and community members that utilize our facilities. Our school campuses host a variety of after-hours events, activities, meetings, and programs run by local non-profit groups, youth organizations, community education providers, and municipal recreation departments. By improving surveillance coverage and exterior lighting, this project creates a safer environment for all the outside partners and residents who participate in these functions held at district buildings. The upgraded cameras and lighting deter crime and can aid investigations if any incidents occur during community events after school hours as well. This reduces potential property damage or liability that could impact the district as well as the other organizations hosting and attending events on our campuses. Additionally, local law enforcement will gain access to expanded video monitoring of district grounds which can assist their efforts in maintaining public safety near the schools. The cameras provide another tool to aid police in collecting evidence and investigating any crimes or concerning activity observed in the vicinity of school properties. So while Lander County School District is the direct grant recipient, the project benefits will extend to the broader community through reduced risks and improved security for all those who utilize these public facilities after hours and throughout the neighborhoods surrounding our campuses.

Total Budget: 70,492.64

Applicant Funding: \$24,000

POOL/PACT Funding:\$70,492.64

Authorizing Applicant:Russell Klein and Lander County School District Board

Date/Time: 3/7/2024 10:23:52 AM

IP Address: 207.197.65.18

[CAUTION EXTERNAL EMAIL]



RISK MANAGEMENT GRANT APPLICATION APPROVAL

This approval form must be signed by both the department head and the member liaison and/or responsible board.

Name/Description of Grant Purpose: INCREASE CAMERAS AND
LIGHTING TO REDUCE LIABILITY FOR THE DISTRICT

Signatures below attest that:

1. The purpose and objective of the grant application have been reviewed, approved, and needed by the applicant;
2. The member is able to fund its share (25%) of the project, program, or acquisition in the amount of: \$ 24,000; and
3. If the grant is approved, the funds will be used exclusively for the purposes outlined in the grant application.
4. If the total grant request is \$50,000 or more, member affirms it has complied with all applicable federal, state and local rules, including but not limited to the Local Govt Purchasing Act.
5. If the grant is approved, the entity or department will complete the applicable Loss Control Excellence section(s) within 30 days if it has not been completed within the last 3 years.

Department Head Acknowledgment

RUSSELL KLEIN - SUPT.

Name and Title

Signature

Date: 3/6/24

Board and/or Liaison Acknowledgment

Sondra Torgerson, Chair

Name and Title

Signature

Date: 3/6/24

RISK MANAGEMENT GRANT
APPROVAL FORM
REV. 08/17/22



STATE OF NEVADA
DEPARTMENT OF EDUCATION

700 E. Fifth St. | Carson City, Nevada 89701-5096

Phone: (775) 687-9200 | www.doe.nv.gov | Fax: (775) 687-1116

July 9, 2024

Dear Jennifer Lords and Paul Lords,

Thank you for your applications for the Early Childhood Innovative Literacy Program (ECILP) grant. I am pleased to inform you that your application for Opportunity #3 has been approved for Fiscal Year 2025.

ECILP Grant – Budget Account: 2621 and Job Number: STATE	
FY25 Awarded Allocation	Project Name
\$203,361.00	Lander County School District
Application Score (Average)	95.25
Reviewer Comments	<u>Strengths:</u> - Listed 4 specified areas they are going to working on; discussed impact. - Timeline by quarter. Priority enrollment - addressed students outside of criteria. - Answered everything clearly. Described the long-term impact. Very detailed. - Very complete and provides their own evidence based. Refurbishing classrooms provides sustainability. Narrative - Excellent narrative, comprehensive, addresses need in the community, and looking to eventually offer universal Pre-K to four-year-olds. - All of the sections were answered clearly. - Complete application addressing all questions; model after current funded programming - The narrative provides detailed information regarding project enhancement of program delivery, increase in number of four-year-olds to be served and participation in Infinite Campus. Evidence-Based - All elements are addressed in the applications. - Research cited. - Plans address the need for child-sized bathroom and sink furnishings as well as increased safety issues for 4-year-olds. - The application addresses all required components for evidence-based practice. Supports for Children with Disabilities - Accommodation plan is strong with plans for students on IEPs, referrals, and high percentage of 100% inclusivity with neurotypical peers.

	• Students with disabilities are included in the program. • This application is complete and is modeled after inclusive practices, referrals and accommodations matching funded program • The application provides some information on the plan for referrals and types of accommodations. Reporting and Accountability • LCSD received support from the community and multiple funding sources. • The long-term impact and future plans for the program is included in this proposal. • This classroom will allow increased participation in subsequent years at this level, not just FY25 • The application provides information about the project sustainability for increased and long-term impact through braided funding from local, state and federal sources. Implementation Plan • The timeline is excellent, realistic, and easy to follow and well within the guidelines. The priorities list for students enrolled is also exemplary. • The timeline provides good information about how the project will be implemented. • contracting plan and plan for use of funds. • The application provides a clear timeline of implementation of anticipated funds. <u>Feedback:</u> • Provided partial details for inclusivity. Learned they do participate in QRIS - changed score for reporting and accountability. • Building a classroom based on student test scores. MAPS scores for Kinder - What are we looking for? • Missing some details about inclusivity. Narrative • The narrative was comprehensive and included both the history and future projections of the project. • The outcomes are not very specific. For example: Brigance scores at kindergarten screening. Will those scores be measured against students who did not participate in the Pre-K program or is there a score outcome that is going to identify the success of the program? The outcome measures focus on the future success of students and not necessarily if the currently participating students are receiving any benefit. Evidence-Based • Quantitative outcomes of kindergarten students would strengthen the application. • The outcomes are not very specific. For example: Brigance scores at kindergarten screening. Will those scores be measured against
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	students who did not participate in the Pre-K program or is there a score outcome that is going to identify the success of the program? The outcome measures focus on the future success of students and not necessarily if the currently participating students are receiving any benefit. Supports for Children with Disabilities • The application has a solid plan to accommodate and include diverse learners. • Content or instructional accommodations are not included. • The application would be strengthened by providing a more detailed description of the inclusive program. Reporting and Accountability • Accountability measures are strong and highly likely to adequately measure progress. • Information about participation in the QRIS was missing. The outcomes are not very specific. For example: Brigance scores at kindergarten screening. Will those scores be measured against students who did not participate in the Pre-K program or is there a score outcome that is going to identify the success of the program? The outcome measures focus on the future success of students and not necessarily if the currently participating students are receiving any benefit. • It is unclear if the applicant participates in QRIS. Implementation Plan • Set-up could provide more specifics on classroom design and reasons behind design. • Information about if this program would change the priority of filling seats and/or if there would be any changes to the application process is not included. <u>Budget Comments:</u> • Budget is in line with narrative. Object Code 610 would be easier to evaluate if it were broken down by the classroom. • I recommend fully funding this application. <u>Finalized Budget Reductions/Revisions:</u> • NA, recommended for full funding at \$ 203,361.00.
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The management of subawards from this grant will be transitioned to the Department's online grants management platform, ePAGE.

For new ePAGE users only:

Complete the attached **Organization ePAGE Access Questionnaire** and submit it via email to the Grants Management Unit (GMU) universal email account: grantsinfo@doe.nv.gov. This form provides GMU staff with the information needed to create new users in ePAGE and to ensure that all users for a subrecipient entity have been assigned the correct roles.

Please submit your completed Organization ePAGE Access Questionnaire to grantsinfo@doe.nv.gov within five business days of receiving notification that you have been awarded funding from the ECILP grant.

A technical assistance webinar will be hosted by the GMU for all new ePAGE users as soon as we've received Questionnaires from all ECILP subrecipient entities. Questions on the form should be sent to grantsinfo@doe.nv.gov.

For communication regarding the ECILP grant and your award:

The grantee/awardee shall actively participate in marketing and promotional activities at the request of the grantor. These activities may include but are not limited to, providing testimonials, attending promotional events, and sharing promotional content on their organizational platforms. The grantee/awardee shall include language and imagery, provided by the grantor, in any media or stakeholder communications regarding this grant/award unless the grantor requests said information be omitted. Grantee/awardee shall proactively communicate to grantor regarding any communications activities related to this grant/award.

Attachments:

- Organization ePAGE Access Questionnaire
- Copy of your budget with GMU notes – if applicable

Steven Romero, grant manager, will be in contact with you soon to discuss your implementation plan, program outcomes, and data collection. In the meantime, please do not hesitate to contact him with any questions at steven.romero@doe.nv.gov

Sincerely,

[Patti Oya](#)

Patti Oya, Director
Office of Early Learning and Development
Nevada Department of Education

Delivery to 78762R
Austin 89310

All LED security lighting

All Get the app

Black Owned Businesses

Buy Again

EN

Hello, Lander

Account for Lander County...

Lists

Business Prime

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Tools & Home Improvement

Best Sellers

Deals & Savings

Gift Ideas

Power & Hand Tools

Lighting & Ceiling Fans

Kitchen & Bath Fixtures

Smart Home

Level up with gaming gift cards

Shop gift cards



Back to results

STASUN 300W 45000LM Dusk to Dawn LED Stadium Flood Lights - Photocell, Professional Grade Security Lights, Energy-Efficient, 5000K for Yard, Stadium, Courts, Commercial, Parking Lot

Visit the STASUN Store

4.5

141 ratings | Search this page

Limited time deal

List Price: \$159.99 Details

Deal Price: \$135.98

FREE Returns

You Save: \$24.01 (15%)

Buy now, pay later with 30-day terms. Select Pay by Invoice at checkout.



Buying multiple items? Go to multi-select

Size: 300W-Photocell

\$135.98

FREE Returns

FREE delivery Tuesday, February

27. Order within 14 hrs 10 mins

Deliver to Lander - Austin 89310

In Stock

Qty: 1

Buying in bulk?

Add to Cart

Secure transaction

Sold by LED Stadium Flood Lights STASUN and Fulfilled by Amazon.

Return policy: Eligible for Return, Refund or Replacement within 30 days of receipt

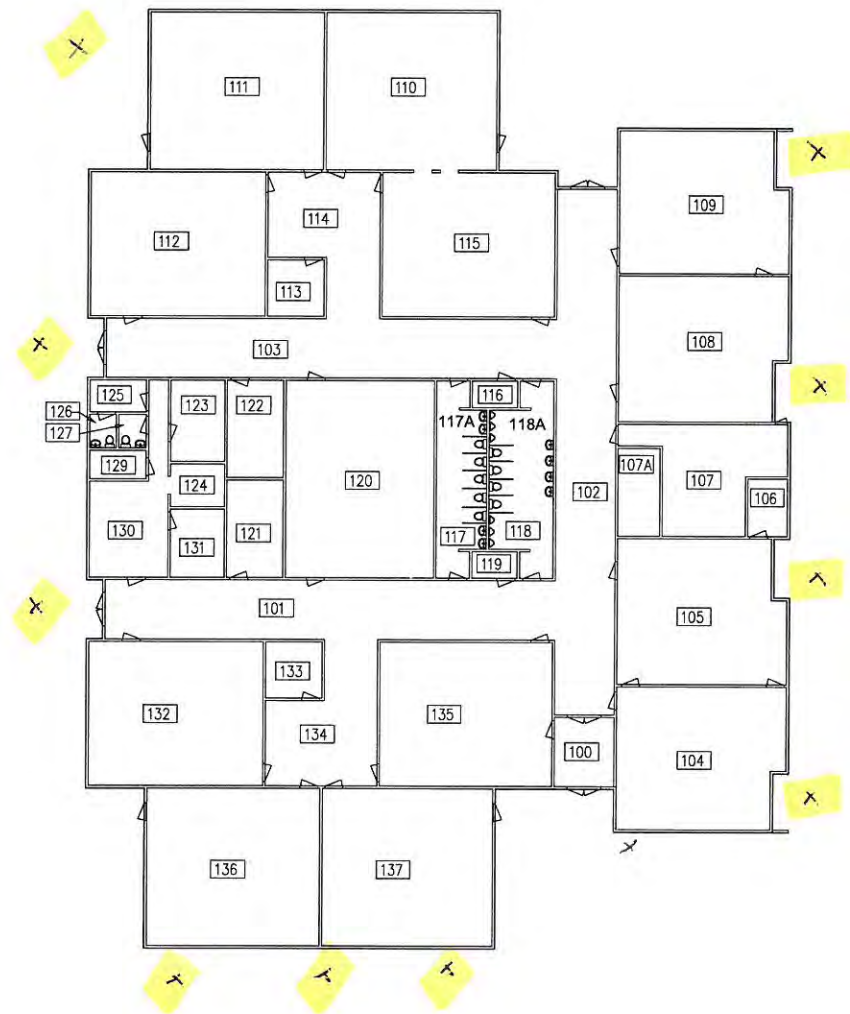
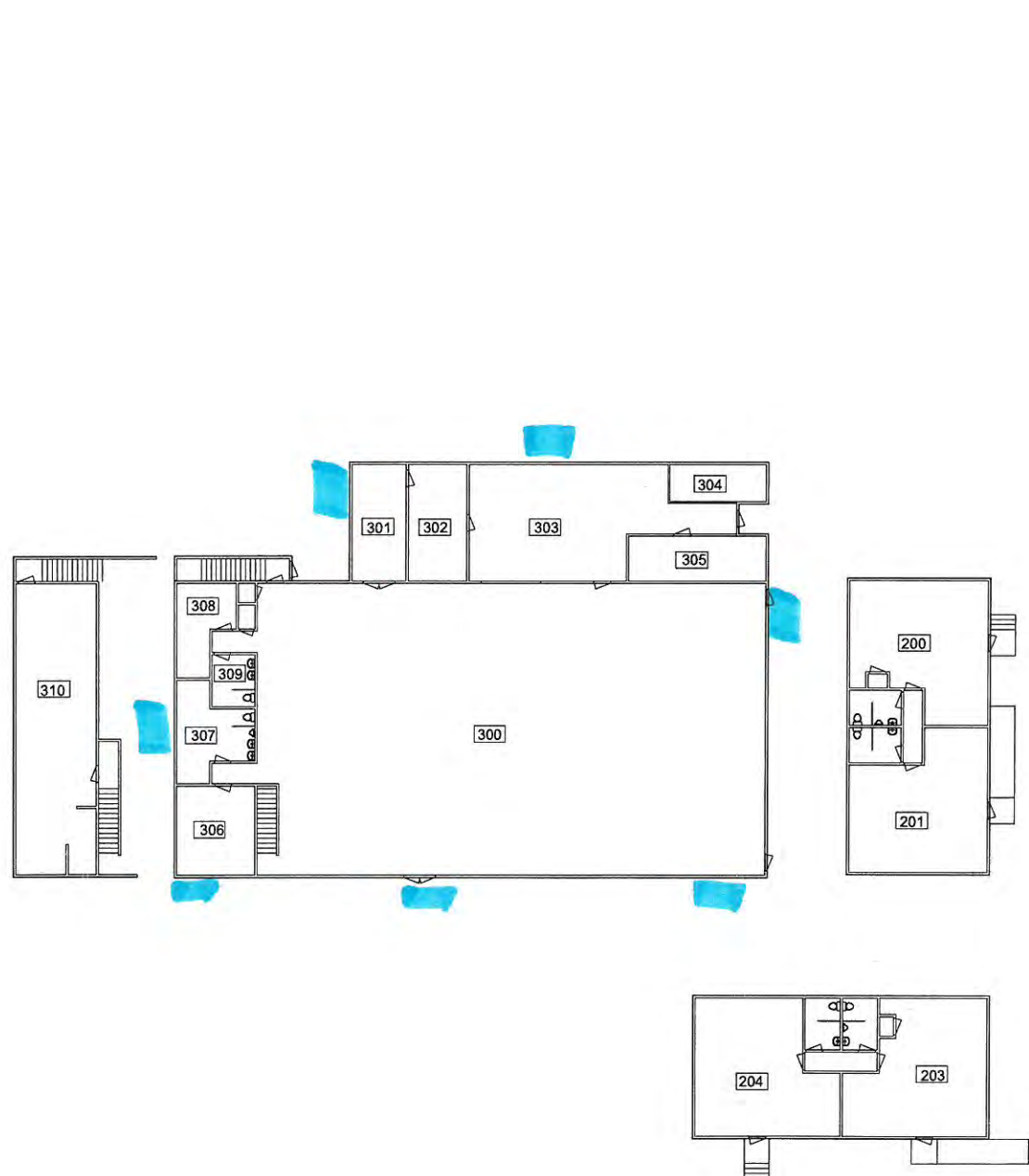
Support: Product support included

This item has been tested to certify it can ship safely in its original box or bag to avoid unnecessary packaging. Since



3 VIDEOS

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HAVE
NEEDED

REVISIONS:		BY:

FLOOR PLAN
LANDER COUNTY SCHOOL DISTRICT OFFICE
450 W 6TH STREET
BATTLE MOUNTAIN, NV

DATE:	
SCALE:	
DRAWN BY:	
JOB NO.:	
SHEET:	

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Rev. 10/16/2024



AUSTIN SCHOOL FLOOR PLAN 1/8" = 1'-0"

NEEDED

REVISIONS:	BY:
FLOOR PLAN AUSTIN SCHOOL 200 HWY 305N AUSTIN, NV	
DATE:	
SCALE:	
DRAWN BY:	
JOB NO.:	
SHEET:	
1	
SHEET	OF
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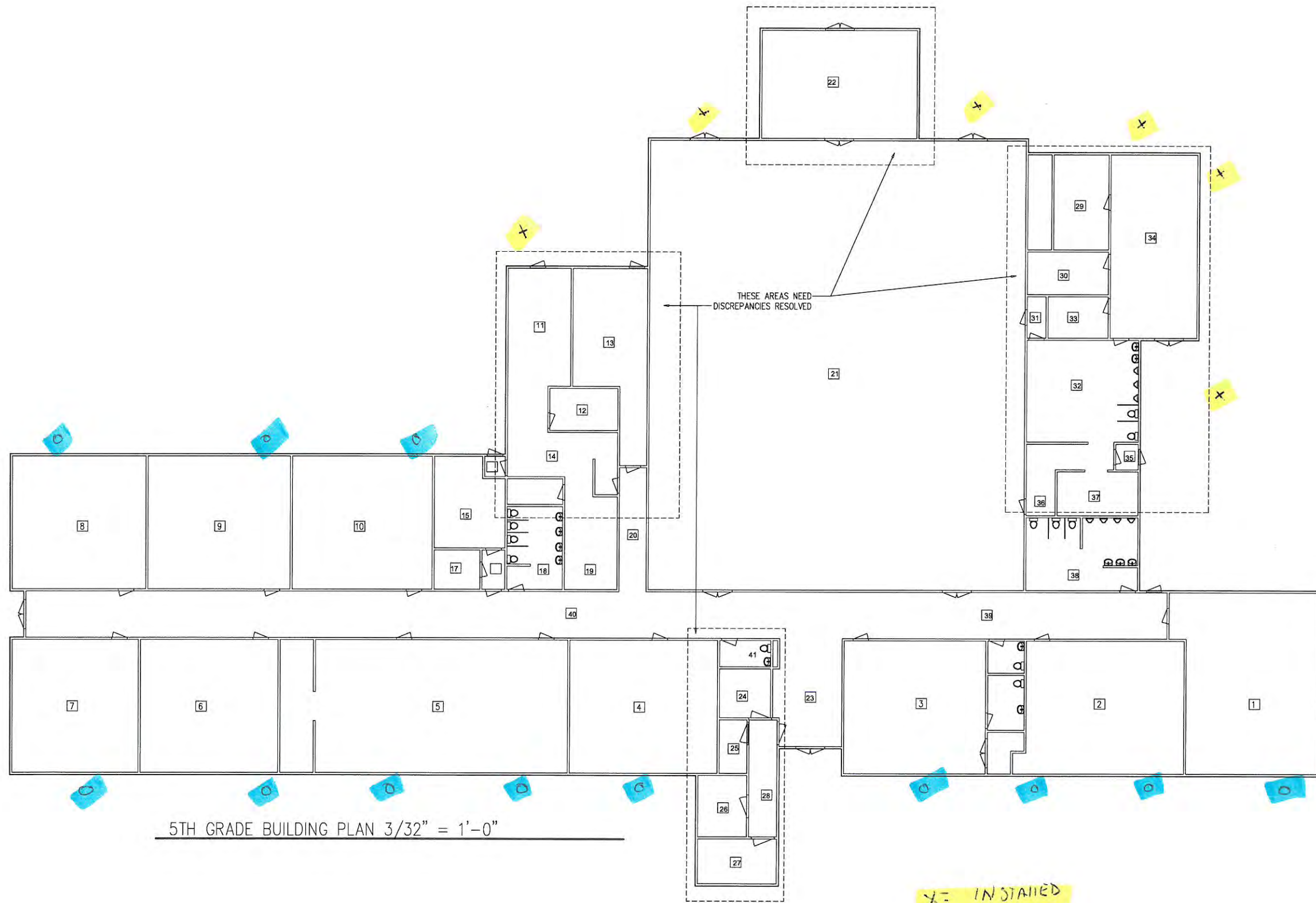
ELEANOR LAMAIRE JR HIGH SCHOOL 1/16" = 1'-0"

REVISIONS:	BY:

FLOOR PLAN
ELEANOR LAMAIRE JR HIGH SCHOOL
985 WEST HUMBOLT DRIVE
BATTLE MOUNTAIN, NV

DATE:
SCALE:
DRAWN BY:
JOB NO.:
SHEET:
1
SHEET

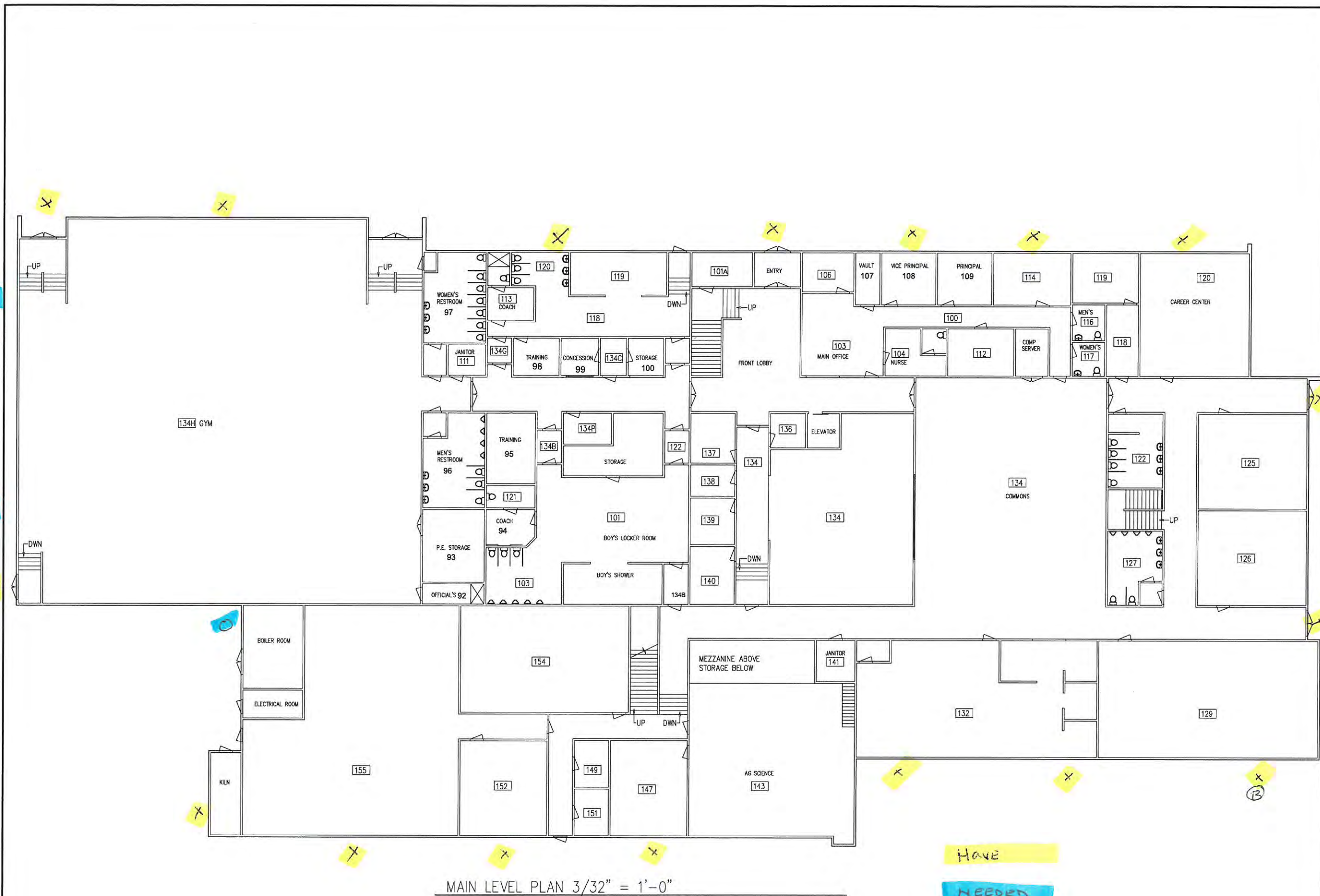
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5TH GRADE BUILDING PLAN 3/32" = 1'-0"

X= INSTALLED
O= NEEDED

REVISIONS:	BY:
FLOOR PLAN BATTLE MOUNTAIN ELEMENTARY SCHOOL 425 WEAVER AVE BATTLE MOUNTAIN, NV	
DATE:	
SCALE:	
DRAWN BY:	
JOB NO.:	
SHEET:	
1	
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REVISIONS:	BY:

FLOOR PLAN
BATTLE MOUNTAIN HIGH SCHOOL
425 WEAVER AVE
BATTLE MOUNTAIN, NV

DATE:
SCALE:
DRAWN BY:
JOB NO.:
SHEET:
1
SHEET



Security Proposal 172542

By Orion Security Solutions

Date: 09/26/2024

Client: Lander County School District

Client Corporate Address: 450 E 6th Street, Battle Mountain, NV, 89820

Project Site: Battle Mountain Elementary School

Project Site Address: 650 Altemburg Ave, Battle Mountain, NV, 89820

Client Point of Contact: Heather Bonderer 775-635-2886 x 1103

Orion Account Executive: Gary Stickler gstickler@orionsecuritysolutions.com

Scope of Work

Summary Overview

Orion Security Solutions (OSS) proposes to remove one (1) water-damaged 4-sensor camera. OSS proposes to provide and install one (1) new 4-sensor camera in place of damaged camera.

This proposal assumes OSS is already in Battle Mountain performing other work for the district. If a separate trip is required, travel charges will be assessed.

Video Surveillance

- Software
 - Existing IC Realtime VMS Software
- Server & Workstation
 - Existing server and workstation.
- Recording Parameters
 - Per existing parameters.
- Cameras
 - OSS) proposes to remove one (1) water-damaged 4-sensor camera.
 - OSS proposes to provide and install one (1) new 4-sensor camera in place of damaged camera.
- Cabling
 - OSS proposes to use existing cabling for new camera.

Network

- Existing network equipment.

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Exclusions

In this proposal, OSS will not be responsible for the following scope of work. However, if requested, OSS can provide the excluded scope for an additional fee. It is assumed that others will take care of the specified scope below.

- Electrical power
- Site and facility drawings
- Permit and other fees
- Fire alarm connections and coordination
- Network equipment and configurations
- Network connectivity
- Demo of old equipment
- Conduit, back boxes, pathways, and accessories
- Equipment not listed in the bill of material
- Lifts, scaffolding, and hoists

Assumptions

- Pricing is based on information at the time of bidding. OSS reserves the right to adjust pricing once the actual location, site, environment, and schedule are revealed and site survey results are confirmed.
- Work will be performed during regular business hours, Monday through Friday, 8:00 am - 5:00 pm.
- All existing cabling has sufficient pairs and is in good working condition.
- Communication exists between buildings.
- All existing security and network equipment are in good working condition.
- There is sufficient connectivity for all buildings and areas needing connectivity.
- Conduit & Infrastructure is in place and available for use with sufficient capacity for the new cable.



The materials, software, and labor that are included in this proposal are listed in the table below.

Replace Damaged Camera

EQUIPMENT	MODEL NUMBER	QTY	UNIT PRICE	EXTENDED PRICE
IC Realtime - 4 X 2MP MULTI LENS IP DOME. I-SNIPER. 4 X 2.7 - 12 MM MOTORIZED LENS (105). 98 FEET OF IR. POE+ CAPABLE.	IPEL-M80V-IRW1	1.00	\$1,573.60	\$1,573.60
Labor & Other Charges	Labor & Other Charges	1.00	\$1,115.00	\$1,115.00
Shipping	Shipping	1.00	\$25.00	\$25.00
			TOTAL	\$2,713.00

Roles and Responsibilities

Below is a checklist of who has responsibility to provide some of the key system components and infrastructure to clearly define roles and responsibilities of the customer and OSS. OSS is available to provide the items that are marked for the customer to provide upon request for an additional fee.

DESCRIPTION	OSS	CUSTOMER	N/A	NOTES
Network Switches	☐	X	☐	
Cable	☐	X	☐	
Cable Installation	☐	X	☐	
Cable infrastructure	☐	X	☐	
Lift equipment	☐	☐	X	
System servers	☐	X	☐	
Equipment racks	☐	X	☐	
UPS/Battery Backup	☐	X	☐	
Poles or Towers	☐	☐	X	
Pedestals	☐	☐	X	

Cable provided by OSS	Plenum Rated ☐	Riser Rated ☐
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Additional Project Details

Customer agrees to provide a secure storage location for all materials shipped to site unless explicitly stated otherwise and accounted for separately by OSS. Customer agrees to sign for receipt of all materials. Whether a customer signature is received by OSS or not, the customer accepts full responsibility for and takes possession and ownership of the materials once the materials arrive on site.

OSS is responsible for providing, installing, configuring, and integrating all hardware listed in the proposal.

All cable provided and installed by OSS will be free run per customer's specifications using mounting methods in accordance with ANSI and NEC standards.

Comprehensive equipment schedules will be provided upon the completion of the project along with system documentation.

The systems will be viewed and managed by the authorized individuals who have access to the system. The systems are scalable and robust.

OSS is not responsible for delays outside of its control.

The customer shall provide wall power (120 VAC) in the designated location where the servers, workstations, switches, and other equipment will be mounted. The customer acknowledges that the provided wall power can be used for these purposes.

For existing systems, this proposal assumes that all software maintenance licenses are current for vendors who require these types of agreements to provide technical support. If the software maintenance agreements have expired, then the client will need to renew them either through OSS or directly to ensure support is available during the project. Additional charges may be applied if the software maintenance expiration results in delays or demobilization.

OSS is not responsible for the time and expense of any additional permit or other fees that may be required in the project location.



Warranties

Manufacturer warranty for the equipment will be passed onto the customer.

Installation has a 1-year warranty.

Proposal Cost

The cost for this project is \$2,713.00 plus any additional applicable sales taxes and permit fees. This price is valid for 14 days from the date of this proposal. This project is a firm fixed price.

Discount Incentive – OSS is offering a 2% discount for invoices paid on NET10 terms.

Any transaction fees or other fees applied as a result of the form of payment, for example, fees charged by a credit card, will be charged back to the customer.

Proposal Acceptance

To accept the proposal and the terms and conditions (Exhibit 1), please sign below. Upon receipt of the purchase order or down payment, OSS will order the equipment and coordinate the installation with the customer's designated project manager.

The OSS payment schedule is as follows:

- Invoice material upon order
- Invoice labor monthly based on progress
- Final invoice upon project completion

Authorized Customer Representative

Date

The person signing this Agreement on behalf of the client listed above in this proposal (Client) individually warrants that he or she has full legal power to execute this Agreement on behalf of the Client for whom he or she is signing, and to bind and obligate the Client with respect to all provisions contained in this Agreement.

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Conclusion

OSS appreciates the opportunity to serve your facility, patrons, employees, and interests to enhance your security infrastructure. OSS is committed to designing providing a system that is tailored to your needs. OSS's security professionals have a comprehensive understanding of the various types of security systems and excel in incorporating layered security solutions to create an extremely robust and capable security aggregate. Deriving innovative solutions is the trademark of OSS's security experts.

Sincerely,

Sean C. Crain
President/CEO
Orion Security Solutions

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Exhibit 1: Terms and Conditions

1. This Agreement is formed as a result of the Customer accepting the Proposal provided by Orion Security Solutions for solutions and services for the stated cost specified in the Proposal. For the purposes of this Agreement, Orion Security Solutions (OSS) and any associated sub-contractors are the Vendor. The company and its sub-contractors listed in on the title page (page 2) of this Proposal is the Customer. The Vendor or the Customer may be referred to as a "Party" (or collectively "Parties") in this Agreement.
2. A signed copy of this Proposal constitutes acceptance of this Proposal, the terms and conditions, and the scope of work. Whereas, those signing the Proposal for approval have binding authority on the respective Party to enter into this legal Agreement between the Parties. An acceptance form from the Customer referencing this proposal may be provided if that is the preferred method of acceptance.
3. The Customer has the right to change the scope of work to include additional solutions or services within the Vendor's core competency. Any change to the scope of work can possibly affect the cost or schedule of the project. The Vendor shall not engage in making material changes to the scope of work without a signed change order by an authorized Customer representative. The change order shall stipulate any variances in cost or time.
4. Vendor is responsible for completing the scope of work specified in this Proposal.
5. Customer agrees that it shall render to Vendor all payments due during the course of this project in a timely manner.
6. Vendor is not responsible for delays outside of its control.
7. The Parties hereto shall be deemed to be independent business entities, and the employees of one shall not be deemed to be employees of the other.
8. This Agreement may not be assigned or otherwise transferred by either Party, in whole or in part, without the express prior written consent of the other Party.
9. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties, except as may be provided for in any resultant contracts agreed to between the Parties.
10. The Parties anticipate that, under this Agreement, it may be necessary for either to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified as such by the disclosing Party at the time of disclosure. Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract effort identified herein and only to those people that have a "need to know." Neither Party shall make any reproduction, disclosure, or use of such proprietary information except as follows:
 - a. Such data furnished by a Party may be used by the other Party, if required, in performing its obligation under this Agreement.
 - b. Such data may be used in accordance with any written authorization received from the disclosing Party.The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and neither Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:
 - a. If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or has been lawfully received from other sources, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
 - b. If, subsequent to the receipt thereof under this Agreement,
 - a. it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, without restriction, or
 - b. it has been lawfully obtained by the Party receiving it from other sources, provided such other source did not receive it due to a breach of this or any other Agreement, or
 - c. if such information otherwise comes within the public knowledge or becomes generally known to the public.Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by either Party shall be construed as granting to the other Party either expressly, by implication, estoppel, or otherwise, and license under any invention or patent, hereafter owned or controlled by the Party furnishing same. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article shall continue for a period of sixty (60) months from the date of this Agreement. This Article shall be subject to any non-disclosure or other contractual obligations between the Parties.
11. All communications relating to this Agreement shall be directed to the specific person designated to represent each Party. Each of the Parties to this Agreement shall appoint one technical and one contract representative. These appointments shall be kept current during the period of this Agreement. Communications which are not properly directed to the persons designated to represent the Parties shall not be binding upon the Parties. The technical and contract representative for the Vendor is Sean Crain, President/CEO. The Customer shall identify their representative(s).
12. The effective term of this Agreement is the duration of the project to complete the scope of work specified in the Proposal.

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14. This Agreement contains the entire Agreement of the Parties and cancels and supersedes any previous understanding or Agreement related to this Agreement, whether written or oral other than Agreements related to the non-disclosure of confidential information. All changes or modifications to this Agreement must be agreed to in writing between the Parties. Should any provision or section of this Agreement be found to be unenforceable for any reason, the remainder of the Agreement will remain in effect.
15. Personnel supplied by Vendor are not Customer's employees or agents, and Vendor assumes full responsibility for their acts. With respect to such personnel, Vendor shall have sole responsibility for supervision, daily direction and control, wages and salaries, withholding income taxes, social security, workmen's compensation, disability benefits, and the like.
16. This Agreement shall be governed by and interpreted under the laws of the State of Oklahoma.
17. Both Parties confirm that the individuals signing this Agreement have binding authority on the respective Party they represent.
18. Payment for the solutions and services offered by Vendor as related to this Agreement shall be made by Customer according to the terms stipulated in the Proposal or per previous payment arrangements agreed to between the Parties.
19. If the Customer terminates the Agreement or changes vendor, Customer shall pay Vendor within 5 business days for any work performed, equipment ordered, travel costs, other costs related to the performance of this Agreement, or other project progress made as of the date that written termination notice from Customer is received by Vendor. Vendor will be given a minimum of a 30-day curing period to rectify any specified issues with the work that has been performed prior to the date that the written notice is received by Vendor. Vendor will not be required to refund any payments made in advance to Vendor by the Customer related to this Agreement. If Vendor successfully rectifies any issues deemed to be the cause of the termination notice and Customer still insists on terminating this Agreement, then Customer shall pay Vendor the remaining balance of the project total within 15 days of written termination notice being received by Vendor.
20. Customer does hereby release, waive, discharge, and covenant not to sue the Vendor and its respective directors, officers, employees, agents, and representatives from any and all actions, claims, or demands that Customer and its employees now have or may have in the future for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of any Customer employee that are the result of a Customer employee's negligent, unlawful, or faulty actions.
21. Customer agrees to have an authorized representative available upon completion of designated project milestones to inspect and approve the work performed. Customer shall communicate any issues or concerns that would result in the work not being approved during the inspection. If Customer waives the right or refuses to inspect the work performed, then the work will be considered acceptable. Vendor is not responsible for delays caused by Customer not being available to perform inspection or other Customer responsibilities.
22. Vendor shall provide all tools and equipment needed to perform the scope of work unless the Proposal stipulates that the Customer will be providing some of the needed tools or equipment.
23. Vendor is not responsible for items that get discontinued by manufacturers, but shall work with Customer to identify an acceptable replacement if an issue with discontinued items arise during the project.
24. Customer shall provide timely, physical access to Vendor to areas where work will be performed.
25. The geographic location of the work to be performed will be the designated Customer site(s).
26. Customer shall promptly notify Vendor if any provided equipment is found to be inoperable or defective. Vendor is not responsible for defective or malfunctioning equipment that is out of warranty, not provided and installed by Vendor, or the result of one of the scenarios detailed below.
 - a. Repair of damage resulting from unauthorized service not recommended by Vendor or the original manufacturer.
 - b. Repair of damage resulting from the Customer or an authorized agent of Customer making changes, adding or removing accessories, attachments or other devices not in accordance with Vendor guidelines or the manufacturer's specifications and/or recommendations.
 - c. Equipment not covered by this Agreement.
 - d. Service to bring any equipment into compliance with any law, rule or regulation of any government authority having jurisdiction or any provision of any applicable insurance policy, or service to correct any health hazard.
 - e. Repair of damage due to neglect or use of equipment for purposes other than that for which it is designed.
 - f. Vandalism by either an employee of Customer or unidentified source.
 - g. Acts of God, including, but not limited to fire, hail, ice, wind, or rain.
 - h. Damage caused by sources outside of the control of Vendor, such as water damage to internal equipment in server closets, improper or lack of environmental control, or other problems caused by operating the equipment outside the parameters specified by the manufacturer.
27. **MANDATORY ARBITRATION. PLEASE READ THIS SECTION (REFERRED TO AS THE "ARBITRATION PROVISION") CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**
 - a. Application. Upon demand, and except as otherwise provided in the paragraph labeled "Exceptions" below, Customer and Vendor must arbitrate individually any dispute or claim arising from or related to this Agreement including, but not limited to, claims of a breach of contract, claims based on regulatory law, a claim that a tort was committed, or any claim based on

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- any other legal theory. This requirement to arbitrate applies to any claim regardless of whether the claim is based on events occurring before or after the signing of this Agreement and includes claims based on advertisements, promotions, or oral or written statements related to the account, goods or services that are the subject of this Agreement. Upon demand, the validity, enforceability or scope of this Arbitration Provision or this entire Agreement shall be determined by arbitration.
- b. Starting Arbitration. If Customer or Vendor elects to arbitrate a claim, the electing Party must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, Customer's notice must be sent to 16232 Muirfield Pl, Edmond, OK 73013 and Vendor's notice must be sent to the most recent address for Customer in Vendor's files.
 - c. Location of Arbitration and Procedures. Arbitration will be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Oklahoma City, Oklahoma.
 - d. Exceptions. Vendor reserves the right not to require Customer to arbitrate: (1) any individual case brought by Vendor in small claims court, so long as it remains an individual case in small claims court; or (2) any claim by Vendor that only involves Vendor's effort to collect money Customer owes Vendor. However, if Customer responds to a collection lawsuit by claiming that Vendor engaged in any wrongdoing, Vendor may require Customer to arbitrate.
 - e. Severability. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this Arbitration Provision.

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Security Proposal 172546

By Orion Security Solutions

Date: 09/27/2024

Client: Lander County School District

Client Corporate Address: 450 E 6th Street, Battle Mountain, NV, 89820

Project Site: Battle Mountain High School

Project Site Address: 425 Weaver Avenue, Battle Mountain, NV, 89820

Client Point of Contact: Heather Bonderer 775-635-2889 x1103

Orion Account Executive: Gary Stickler gstickler@orionsecuritysolutions.com

Scope of Work

Summary Overview

Orion Security Solutions (OSS) proposes to provide and install five (5) new ICREALTIME cameras to video system at Battle Mountain High School.

Video Surveillance

- Software
 - Included in the existing ICREALTIME NVRs
- Server & Workstation
 - Existing ICREALTIME NVRs.
- Recording Parameters
 - Existing recording parameters.
- Cameras
 - The principal's office shall receive one (1) 360° classroom camera, IPEL-F50F-W2.
 - The Assistant Principal's office shall receive one (1) 360° classroom camera, IPEL-F50F-W2.
 - Outside of locker rooms shall receive one (1) interior single-lens camera, IPFX-D40V-IRW3.
 - Outside of the weight room shall receive one (1) interior dual-lens camera, IPEL-DL80F-IRW1.
 - The Exterior rear exit shall receive one (1) quad-lens camera, IPEL-M80V-IRW1.
- Cabling
 - OSS to provide and run CAT6 Cabling.

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Exclusions

In this proposal, OSS will not be responsible for the following scope of work. However, if requested, OSS can provide the excluded scope for an additional fee. It is assumed that others will take care of the specified scope below.

- Electrical power
- Site and facility drawings
- Permit and other fees
- Fire alarm connections and coordination
- Network equipment and configurations
- Network connectivity
- Demo of old equipment
- Conduit, back boxes, pathways, and accessories
- Equipment not listed in the bill of material
- Lifts, scaffolding, and hoists

Assumptions

- Pricing is based on information at the time of bidding. OSS reserves the right to adjust pricing once the actual location, site, environment, and schedule are revealed and site survey results are confirmed.
- Work will be performed during regular business hours, Monday through Friday, 8:00 am - 5:00 pm.
- All existing cabling has sufficient pairs and is in good working condition.
- Communication exists between buildings.
- All existing security and network equipment are in good working condition.
- There is sufficient connectivity for all buildings and areas needing connectivity.
- Conduit & Infrastructure is in place and available for use with sufficient capacity for the new cable.

Note

- A travel fee was applied to BMHS proposal 172546. It is assumed OSS will perform the proposed work on Proposals 172549, 172550, 172551, 172552, 172553, and 172542 during a single trip from Las Vegas to Battle Mountain. If proposal 172546 is not approved, or if OSS is instructed to make separate trips for these projects, additional trip fees will be assessed to compensate OSS for the unexpected costs associated with the additional trips.



The materials, software, and labor that are included in this proposal are listed in the table below.

Additl Cameras for BMHS

EQUIPMENT	MODEL NUMBER	QTY	UNIT PRICE	EXTENDED PRICE
CAT6 1000' Plenum - Yellow	2413 004U1000	1.50	\$593.71	\$890.57
Conduit & Accessories	3/4" 10' Segment	7.00	\$16.88	\$118.16
4MP IP Indoor/Outdoor Mid Size Vandal Dome	IPFX-D40V-IRW3	1.00	\$309.12	\$309.12
IC Realtime - 4 X 2MP MULTI LENS IP DOME. I-SNIPER. 4 X 2.7 - 12 MM MOTORIZED LENS (105). 98 FEET OF IR. POE+ CAPABLE.	IPEL-M80V-IRW1	1.00	\$1,573.60	\$1,573.60
IC Realtime - ICIP-360L5 5MP Indoor 360 Spherical Dome. 1.42mm Fisheye Lens (360). Built in Microphone. POE Capable.	IPEL-F50F-W2	2.00	\$619.36	\$1,238.72
2 X 4MP DUAL LENS IP WEDGE DOME. I-SNIPER. 2 X 2.8 FIXED LENSES (95°). 98 FEET OF IR. BUILT-IN MIC, POE CAPABLE.	IPEL-DL80F-IRW1	1.00	\$518.56	\$518.56
Outdoor Junction Box	MNT-JUNCTIONBOX-7	2.00	\$28.00	\$56.00
IC Realtime - CEILING MOUNT ADAPTER FOR IPEL-M80V-IRW1 AND ICIP-MLD42-IR, CEILING MOUNT AND POLES ARE SOLD SEPARATELY	MNT-MLD-ADAPTER	1.00	\$30.24	\$30.24
Wall Arm with Junction Box	MNT-ARM-V2	1.00	\$34.72	\$34.72
Outdoor Large Junction Box	MNT-BOX-2-V2	1.00	\$190.40	\$190.40
Labor & Other Charges	Labor & Other Charges	1.00	\$10,238.91	\$10,238.91
Shipping	Shipping	1.00	\$175.00	\$175.00
			TOTAL	\$15,374.00

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Roles and Responsibilities

Below is a checklist of who has responsibility to provide some of the key system components and infrastructure to clearly define roles and responsibilities of the customer and OSS. OSS is available to provide the items that are marked for the customer to provide upon request for an additional fee.

DESCRIPTION	OSS	CUSTOMER	N/A	NOTES
Network Switches	☐	X	☐	
Cable	X	☐	☐	
Cable Installation	X	☐	☐	
Cable infrastructure	X	☐	☐	
Lift equipment	☐	☐	X	
System servers	☐	X	☐	
Equipment racks	☐	X	☐	
UPS/Battery Backup	☐	☐	X	
Poles or Towers	☐	☐	X	
Pedestals	☐	☐	X	

Cable provided by OSS	Plenum Rated ☒	Riser Rated ☐
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Additional Project Details

Customer agrees to provide a secure storage location for all materials shipped to site unless explicitly stated otherwise and accounted for separately by OSS. Customer agrees to sign for receipt of all materials. Whether a customer signature is received by OSS or not, the customer accepts full responsibility for and takes possession and ownership of the materials once the materials arrive on site.

OSS is responsible for providing, installing, configuring, and integrating all hardware listed in the proposal.

All cable provided and installed by OSS will be free run per customer's specifications using mounting methods in accordance with ANSI and NEC standards.

Comprehensive equipment schedules will be provided upon the completion of the project along with system documentation.

The systems will be viewed and managed by the authorized individuals who have access to the system. The systems are scalable and robust.

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OSS is not responsible for delays outside of its control.

The customer shall provide wall power (120 VAC) in the designated location where the servers, workstations, switches, and other equipment will be mounted. The customer acknowledges that the provided wall power can be used for these purposes.

For existing systems, this proposal assumes that all software maintenance licenses are current for vendors who require these types of agreements to provide technical support. If the software maintenance agreements have expired, then the client will need to renew them either through OSS or directly to ensure support is available during the project. Additional charges may be applied if the software maintenance expiration results in delays or demobilization.

OSS is not responsible for the time and expense of any additional permit or other fees that may be required in the project location.

Warranties

Manufacturer warranty for the equipment will be passed onto the customer.

Installation has a 1-year warranty.

Proposal Cost

The cost for this project is \$15,374.00 plus any additional applicable sales taxes and permit fees. This price is valid for 14 days from the date of this proposal. This project is a firm fixed price.

GSA Contract # GS-07F-047GA

Discount Incentive – OSS is offering a 2% discount for invoices paid on NET10 terms.

Any transaction fees or other fees applied as a result of the form of payment, for example, fees charged by a credit card, will be charged back to the customer.

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Proposal Acceptance

To accept the proposal and the terms and conditions (Exhibit 1), please sign below. Upon receipt of the purchase order or down payment, OSS will order the equipment and coordinate the installation with the customer's designated project manager.

The OSS payment schedule is as follows:

- Invoice material upon order
- Invoice labor monthly based on progress
- Final invoice upon project completion

Authorized Customer Representative

Date

The person signing this Agreement on behalf of the client listed above in this proposal (Client) individually warrants that he or she has full legal power to execute this Agreement on behalf of the Client for whom he or she is signing, and to bind and obligate the Client with respect to all provisions contained in this Agreement.

Conclusion

OSS appreciates the opportunity to serve your facility, patrons, employees, and interests to enhance your security infrastructure. OSS is committed to designing providing a system that is tailored to your needs. OSS's security professionals have a comprehensive understanding of the various types of security systems and excel in incorporating layered security solutions to create an extremely robust and capable security aggregate. Deriving innovative solutions is the trademark of OSS's security experts.

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 - a. If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or has been lawfully received from other sources, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
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 - a. it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, without restriction, or
 - b. it has been lawfully obtained by the Party receiving it from other sources, provided such other source did not receive it due to a breach of this or any other Agreement, or
 - c. if such information otherwise comes within the public knowledge or becomes generally known to the public.Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by either Party shall be construed as granting to the other Party either expressly, by implication, estoppel, or otherwise, and license under any invention or patent, hereafter owned or controlled by the Party furnishing same. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article shall continue for a period of sixty (60) months from the date of this Agreement. This Article shall be subject to any non-disclosure or other contractual obligations between the Parties.
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20. Customer does hereby release, waive, discharge, and covenant not to sue the Vendor and its respective directors, officers, employees, agents, and representatives from any and all actions, claims, or demands that Customer and its employees now have or may have in the future for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of any Customer employee that are the result of a Customer employee's negligent, unlawful, or faulty actions.
21. Customer agrees to have an authorized representative available upon completion of designated project milestones to inspect and approve the work performed. Customer shall communicate any issues or concerns that would result in the work not being approved during the inspection. If Customer waives the right or refuses to inspect the work performed, then the work will be considered acceptable. Vendor is not responsible for delays caused by Customer not being available to perform inspection or other Customer responsibilities.
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24. Customer shall provide timely, physical access to Vendor to areas where work will be performed.
25. The geographic location of the work to be performed will be the designated Customer site(s).
26. Customer shall promptly notify Vendor if any provided equipment is found to be inoperable or defective. Vendor is not responsible for defective or malfunctioning equipment that is out of warranty, not provided and installed by Vendor, or the result of one of the scenarios detailed below.
 - a. Repair of damage resulting from unauthorized service not recommended by Vendor or the original manufacturer.
 - b. Repair of damage resulting from the Customer or an authorized agent of Customer making changes, adding or removing accessories, attachments or other devices not in accordance with Vendor guidelines or the manufacturer's specifications and/or recommendations.
 - c. Equipment not covered by this Agreement.
 - d. Service to bring any equipment into compliance with any law, rule or regulation of any government authority having jurisdiction or any provision of any applicable insurance policy, or service to correct any health hazard.
 - e. Repair of damage due to neglect or use of equipment for purposes other than that for which it is designed.
 - f. Vandalism by either an employee of Customer or unidentified source.
 - g. Acts of God, including, but not limited to fire, hail, ice, wind, or rain.
 - h. Damage caused by sources outside of the control of Vendor, such as water damage to internal equipment in server closets, improper or lack of environmental control, or other problems caused by operating the equipment outside the parameters specified by the manufacturer.
27. **MANDATORY ARBITRATION. PLEASE READ THIS SECTION (REFERRED TO AS THE "ARBITRATION PROVISION") CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**
 - a. Application. Upon demand, and except as otherwise provided in the paragraph labeled "Exceptions" below, Customer and Vendor must arbitrate individually any dispute or claim arising from or related to this Agreement including, but not limited to, claims of a breach of contract, claims based on regulatory law, a claim that a tort was committed, or any claim based on

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- any other legal theory. This requirement to arbitrate applies to any claim regardless of whether the claim is based on events occurring before or after the signing of this Agreement and includes claims based on advertisements, promotions, or oral or written statements related to the account, goods or services that are the subject of this Agreement. Upon demand, the validity, enforceability or scope of this Arbitration Provision or this entire Agreement shall be determined by arbitration.
- b. Starting Arbitration. If Customer or Vendor elects to arbitrate a claim, the electing Party must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, Customer's notice must be sent to 16232 Muirfield Pl, Edmond, OK 73013 and Vendor's notice must be sent to the most recent address for Customer in Vendor's files.
 - c. Location of Arbitration and Procedures. Arbitration will be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Oklahoma City, Oklahoma.
 - d. Exceptions. Vendor reserves the right not to require Customer to arbitrate: (1) any individual case brought by Vendor in small claims court, so long as it remains an individual case in small claims court; or (2) any claim by Vendor that only involves Vendor's effort to collect money Customer owes Vendor. However, if Customer responds to a collection lawsuit by claiming that Vendor engaged in any wrongdoing, Vendor may require Customer to arbitrate.
 - e. Severability. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this Arbitration Provision.

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Security Proposal 172549

By Orion Security Solutions

Date: 09/27/2024

Client: Lander County School District

Client Corporate Address: 450 E 6th Street, Battle Mountain, NV, 89820

Project Site: Eleanor Lemaire Middle School

Project Site Address: 985 W. Humboldt Street, Battle Mountain, NV, 89820

Client Point of Contact: Heather Bonderer 775-635-2889 x1103

Orion Account Executive: Gary Stickler gstickler@orionsecuritysolutions.com

Scope of Work

Summary Overview

Orion Security Solutions (OSS) proposes to provide and install four (4) IC Realtime indoor cameras at Leanor Lemaire Middle School.

Video Surveillance

- Software
 - Existing ICRealtime VMS.
- Server & Workstation
 - Existing ICRealtime NVR.
- Recording Parameters
 - Existing recording parameters.
- Cameras
 - OSS proposes to provide and install four (4) IC Realtime indoor cameras, IPFX-D40V-IRW3.
- Cabling
 - OSS proposes to provide and run CAT6 cabling from existing NVR/Networking equipment to new camera locations.

Network

- Existing networking equipment.

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Exclusions

In this proposal, OSS will not be responsible for the following scope of work. However, if requested, OSS can provide the excluded scope for an additional fee. It is assumed that others will take care of the specified scope below.

- Electrical power
- Site and facility drawings
- Permit and other fees
- Fire alarm connections and coordination
- Network equipment and configurations
- Network connectivity
- Demo of old equipment
- Conduit, back boxes, pathways, and accessories
- Equipment not listed in the bill of material
- Lifts, scaffolding, and hoists

Assumptions

- Pricing is based on information at the time of bidding. OSS reserves the right to adjust pricing once the actual location, site, environment, and schedule are revealed and site survey results are confirmed.
- Work will be performed during regular business hours, Monday through Friday, 8:00 am - 5:00 pm.
- All existing cabling has sufficient pairs and is in good working condition.
- Communication exists between buildings.
- All existing security and network equipment are in good working condition.
- There is sufficient connectivity for all buildings and areas needing connectivity.
- Conduit & Infrastructure is in place and available for use with sufficient capacity for the new cable.

Note

- A travel fee was applied to BMHS proposal 172546. It is assumed OSS will perform the proposed work on Proposals 172549, 172550, 172551, 172552, 172553, and 172542 during a single trip from Las Vegas to Battle Mountain. If proposal 172546 is not approved, or if OSS is instructed to make separate trips for these projects, additional trip fees will be assessed to compensate OSS for the unexpected costs associated with the additional trips.



The materials, software, and labor that are included in this proposal are listed in the table below.

Middle Sch Add Cameras

EQUIPMENT	MODEL NUMBER	QTY	UNIT PRICE	EXTENDED PRICE
CAT6 1000' Plenum - Yellow	2413 004U1000	1.00	\$593.71	\$593.71
4MP IP Indoor/Outdoor Mid Size Vandal Dome	IPFX-D40V-IRW3	4.00	\$309.12	\$1,236.48
Labor & Other Charges	Labor & Other Charges	1.00		
Shipping	Shipping	1.00	\$75.00	\$75.00
			TOTAL	\$5,390.00

Roles and Responsibilities

Below is a checklist of who has responsibility to provide some of the key system components and infrastructure to clearly define roles and responsibilities of the customer and OSS. OSS is available to provide the items that are marked for the customer to provide upon request for an additional fee.

DESCRIPTION	OSS	CUSTOMER	N/A	NOTES
Network Switches	☐	X	☐	
Cable	X	☐	☐	
Cable Installation	X	☐	☐	
Cable infrastructure	X	☐	☐	
Lift equipment	☐	☐	X	
System servers	☐	X	☐	
Equipment racks	☐	X	☐	
UPS/Battery Backup	☐	☐	X	
Poles or Towers	☐	☐	X	
Pedestals	☐	☐	X	

Cable provided by OSS	Plenum Rated ☒	Riser Rated ☐
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Additional Project Details

Customer agrees to provide a secure storage location for all materials shipped to site unless explicitly stated otherwise and accounted for separately by OSS. Customer agrees to sign for receipt of all materials. Whether a customer signature is received by OSS or not, the customer accepts full responsibility for and takes possession and ownership of the materials once the materials arrive on site.

OSS is responsible for providing, installing, configuring, and integrating all hardware listed in the proposal.

All cable provided and installed by OSS will be free run per customer's specifications using mounting methods in accordance with ANSI and NEC standards.

Comprehensive equipment schedules will be provided upon the completion of the project along with system documentation.

The systems will be viewed and managed by the authorized individuals who have access to the system. The systems are scalable and robust.

OSS is not responsible for delays outside of its control.

The customer shall provide wall power (120 VAC) in the designated location where the servers, workstations, switches, and other equipment will be mounted. The customer acknowledges that the provided wall power can be used for these purposes.

For existing systems, this proposal assumes that all software maintenance licenses are current for vendors who require these types of agreements to provide technical support. If the software maintenance agreements have expired, then the client will need to renew them either through OSS or directly to ensure support is available during the project. Additional charges may be applied if the software maintenance expiration results in delays or demobilization.

OSS is not responsible for the time and expense of any additional permit or other fees that may be required in the project location.



Warranties

Manufacturer warranty for the equipment will be passed onto the customer.

Installation has a 1-year warranty.

Proposal Cost

The cost for this project is \$5,390.00 plus any additional applicable sales taxes and permit fees. This price is valid for 14 days from the date of this proposal. This project is a firm fixed price.

GSA Contract # GS-07F-047GA

Discount Incentive – OSS is offering a 2% discount for invoices paid on NET10 terms.

Any transaction fees or other fees applied as a result of the form of payment, for example, fees charged by a credit card, will be charged back to the customer.

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Proposal Acceptance

To accept the proposal and the terms and conditions (Exhibit 1), please sign below. Upon receipt of the purchase order or down payment, OSS will order the equipment and coordinate the installation with the customer's designated project manager.

The OSS payment schedule is as follows:

- Invoice material upon order
- Invoice labor monthly based on progress
- Final invoice upon project completion

Authorized Customer Representative

Date

The person signing this Agreement on behalf of the client listed above in this proposal (Client) individually warrants that he or she has full legal power to execute this Agreement on behalf of the Client for whom he or she is signing, and to bind and obligate the Client with respect to all provisions contained in this Agreement.

Conclusion

OSS appreciates the opportunity to serve your facility, patrons, employees, and interests to enhance your security infrastructure. OSS is committed to designing providing a system that is tailored to your needs. OSS's security professionals have a comprehensive understanding of the various types of security systems and excel in incorporating layered security solutions to create an extremely robust and capable security aggregate. Deriving innovative solutions is the trademark of OSS's security experts.

Sincerely,

Sean C. Crain
President/CEO
Orion Security Solutions

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Exhibit 1: Terms and Conditions

1. This Agreement is formed as a result of the Customer accepting the Proposal provided by Orion Security Solutions for solutions and services for the stated cost specified in the Proposal. For the purposes of this Agreement, Orion Security Solutions (OSS) and any associated sub-contractors are the Vendor. The company and its sub-contractors listed in on the title page (page 2) of this Proposal is the Customer. The Vendor or the Customer may be referred to as a "Party" (or collectively "Parties") in this Agreement.
2. A signed copy of this Proposal constitutes acceptance of this Proposal, the terms and conditions, and the scope of work. Whereas, those signing the Proposal for approval have binding authority on the respective Party to enter into this legal Agreement between the Parties. An acceptance form from the Customer referencing this proposal may be provided if that is the preferred method of acceptance.
3. The Customer has the right to change the scope of work to include additional solutions or services within the Vendor's core competency. Any change to the scope of work can possibly affect the cost or schedule of the project. The Vendor shall not engage in making material changes to the scope of work without a signed change order by an authorized Customer representative. The change order shall stipulate any variances in cost or time.
4. Vendor is responsible for completing the scope of work specified in this Proposal.
5. Customer agrees that it shall render to Vendor all payments due during the course of this project in a timely manner.
6. Vendor is not responsible for delays outside of its control.
7. The Parties hereto shall be deemed to be independent business entities, and the employees of one shall not be deemed to be employees of the other.
8. This Agreement may not be assigned or otherwise transferred by either Party, in whole or in part, without the express prior written consent of the other Party.
9. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties, except as may be provided for in any resultant contracts agreed to between the Parties.
10. The Parties anticipate that, under this Agreement, it may be necessary for either to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified as such by the disclosing Party at the time of disclosure. Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract effort identified herein and only to those people that have a "need to know." Neither Party shall make any reproduction, disclosure, or use of such proprietary information except as follows:
 - a. Such data furnished by a Party may be used by the other Party, if required, in performing its obligation under this Agreement.
 - b. Such data may be used in accordance with any written authorization received from the disclosing Party.The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and neither Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:
 - a. If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or has been lawfully received from other sources, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
 - b. If, subsequent to the receipt thereof under this Agreement,
 - a. it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, without restriction, or
 - b. it has been lawfully obtained by the Party receiving it from other sources, provided such other source did not receive it due to a breach of this or any other Agreement, or
 - c. if such information otherwise comes within the public knowledge or becomes generally known to the public.Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by either Party shall be construed as granting to the other Party either expressly, by implication, estoppel, or otherwise, and license under any invention or patent, hereafter owned or controlled by the Party furnishing same. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article shall continue for a period of sixty (60) months from the date of this Agreement. This Article shall be subject to any non-disclosure or other contractual obligations between the Parties.
11. All communications relating to this Agreement shall be directed to the specific person designated to represent each Party. Each of the Parties to this Agreement shall appoint one technical and one contract representative. These appointments shall be kept current during the period of this Agreement. Communications which are not properly directed to the persons designated to represent the Parties shall not be binding upon the Parties. The technical and contract representative for the Vendor is Sean Crain, President/CEO. The Customer shall identify their representative(s).
12. The effective term of this Agreement is the duration of the project to complete the scope of work specified in the Proposal.

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13. During the term of this Agreement, both Parties agree to refrain from soliciting or employing staff members in the other Party's current employment. This clause does not apply to former employees who may have physically separated or terminated employment with the other Party.
14. This Agreement contains the entire Agreement of the Parties and cancels and supersedes any previous understanding or Agreement related to this Agreement, whether written or oral other than Agreements related to the non-disclosure of confidential information. All changes or modifications to this Agreement must be agreed to in writing between the Parties. Should any provision or section of this Agreement be found to be unenforceable for any reason, the remainder of the Agreement will remain in effect.
15. Personnel supplied by Vendor are not Customer's employees or agents, and Vendor assumes full responsibility for their acts. With respect to such personnel, Vendor shall have sole responsibility for supervision, daily direction and control, wages and salaries, withholding income taxes, social security, workmen's compensation, disability benefits, and the like.
16. This Agreement shall be governed by and interpreted under the laws of the State of Oklahoma.
17. Both Parties confirm that the individuals signing this Agreement have binding authority on the respective Party they represent.
18. Payment for the solutions and services offered by Vendor as related to this Agreement shall be made by Customer according to the terms stipulated in the Proposal or per previous payment arrangements agreed to between the Parties.
19. If the Customer terminates the Agreement or changes vendor, Customer shall pay Vendor within 5 business days for any work performed, equipment ordered, travel costs, other costs related to the performance of this Agreement, or other project progress made as of the date that written termination notice from Customer is received by Vendor. Vendor will be given a minimum of a 30-day curing period to rectify any specified issues with the work that has been performed prior to the date that the written notice is received by Vendor. Vendor will not be required to refund any payments made in advance to Vendor by the Customer related to this Agreement. If Vendor successfully rectifies any issues deemed to be the cause of the termination notice and Customer still insists on terminating this Agreement, then Customer shall pay Vendor the remaining balance of the project total within 15 days of written termination notice being received by Vendor.
20. Customer does hereby release, waive, discharge, and covenant not to sue the Vendor and its respective directors, officers, employees, agents, and representatives from any and all actions, claims, or demands that Customer and its employees now have or may have in the future for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of any Customer employee that are the result of a Customer employee's negligent, unlawful, or faulty actions.
21. Customer agrees to have an authorized representative available upon completion of designated project milestones to inspect and approve the work performed. Customer shall communicate any issues or concerns that would result in the work not being approved during the inspection. If Customer waives the right or refuses to inspect the work performed, then the work will be considered acceptable. Vendor is not responsible for delays caused by Customer not being available to perform inspection or other Customer responsibilities.
22. Vendor shall provide all tools and equipment needed to perform the scope of work unless the Proposal stipulates that the Customer will be providing some of the needed tools or equipment.
23. Vendor is not responsible for items that get discontinued by manufacturers, but shall work with Customer to identify an acceptable replacement if an issue with discontinued items arise during the project.
24. Customer shall provide timely, physical access to Vendor to areas where work will be performed.
25. The geographic location of the work to be performed will be the designated Customer site(s).
26. Customer shall promptly notify Vendor if any provided equipment is found to be inoperable or defective. Vendor is not responsible for defective or malfunctioning equipment that is out of warranty, not provided and installed by Vendor, or the result of one of the scenarios detailed below.
 - a. Repair of damage resulting from unauthorized service not recommended by Vendor or the original manufacturer.
 - b. Repair of damage resulting from the Customer or an authorized agent of Customer making changes, adding or removing accessories, attachments or other devices not in accordance with Vendor guidelines or the manufacturer's specifications and/or recommendations.
 - c. Equipment not covered by this Agreement.
 - d. Service to bring any equipment into compliance with any law, rule or regulation of any government authority having jurisdiction or any provision of any applicable insurance policy, or service to correct any health hazard.
 - e. Repair of damage due to neglect or use of equipment for purposes other than that for which it is designed.
 - f. Vandalism by either an employee of Customer or unidentified source.
 - g. Acts of God, including, but not limited to fire, hail, ice, wind, or rain.
 - h. Damage caused by sources outside of the control of Vendor, such as water damage to internal equipment in server closets, improper or lack of environmental control, or other problems caused by operating the equipment outside the parameters specified by the manufacturer.
27. **MANDATORY ARBITRATION. PLEASE READ THIS SECTION (REFERRED TO AS THE "ARBITRATION PROVISION") CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**
 - a. Application. Upon demand, and except as otherwise provided in the paragraph labeled "Exceptions" below, Customer and Vendor must arbitrate individually any dispute or claim arising from or related to this Agreement including, but not limited to, claims of a breach of contract, claims based on regulatory law, a claim that a tort was committed, or any claim based on

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- any other legal theory. This requirement to arbitrate applies to any claim regardless of whether the claim is based on events occurring before or after the signing of this Agreement and includes claims based on advertisements, promotions, or oral or written statements related to the account, goods or services that are the subject of this Agreement. Upon demand, the validity, enforceability or scope of this Arbitration Provision or this entire Agreement shall be determined by arbitration.
- b. Starting Arbitration. If Customer or Vendor elects to arbitrate a claim, the electing Party must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, Customer's notice must be sent to 16232 Muirfield Pl, Edmond, OK 73013 and Vendor's notice must be sent to the most recent address for Customer in Vendor's files.
 - c. Location of Arbitration and Procedures. Arbitration will be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Oklahoma City, Oklahoma.
 - d. Exceptions. Vendor reserves the right not to require Customer to arbitrate: (1) any individual case brought by Vendor in small claims court, so long as it remains an individual case in small claims court; or (2) any claim by Vendor that only involves Vendor's effort to collect money Customer owes Vendor. However, if Customer responds to a collection lawsuit by claiming that Vendor engaged in any wrongdoing, Vendor may require Customer to arbitrate.
 - e. Severability. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this Arbitration Provision.

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Security Proposal 172550

By Orion Security Solutions

Date: 09/27/2024

Client: Lander County School District

Client Corporate Address: 450 E 6th Street, Battle Mountain, NV, 89820

Project Site: Battle Mountain Elementary School

Project Site Address: 650 Altemburg Ave, Battle Mountain, NV, 89820

Client Point of Contact: Heather Bonderer 775-635-2886 x 1103

Orion Account Executive: Gary Stickler gstickler@orionsecuritysolutions.com

Scope of Work

Summary Overview

Orion Security Solutions (OSS) proposes to provide and install one (1) additional camera to the ICREALTIME camera system located at BMES.

Video Surveillance

- Software
 - Included in the existing ICREALTIME NVRs
- NVR
 - The additional camera will be connected to an existing NVR
- Cameras
 - One (1) single-lens camera shall be installed across from the nurse station to cover the entry to the office
- Cabling
 - OSS to provide and run CAT6 Cable.

Note

A travel fee was applied to BMHS proposal 172546. It is assumed OSS will perform the proposed work on Proposals 172549, 172550, 172551, 172552, 172553, and 172542 during a single trip from Las Vegas to Battle Mountain. If proposal 172546 is not approved, or if OSS is instructed to make separate trips for these projects, additional trip fees will be assessed to compensate OSS for the unexpected costs associated with the additional trips.

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Exclusions

In this proposal, OSS will not be responsible for the following scope of work. However, if requested, OSS can provide the excluded scope for an additional fee. It is assumed that others will take care of the specified scope below.

- Electrical power
- Site and facility drawings
- Permit and other fees
- Fire alarm connections and coordination
- Network equipment and configurations
- Network connectivity
- Demo of old equipment
- Personnel lift(s)
- Equipment not listed in the bill of material

Assumptions

- Pricing is based on information at the time of bidding. OSS reserves the right to adjust pricing once the actual location, site, environment, and schedule are revealed, and site survey results are confirmed.
- Work will be performed during regular business hours, Monday through Friday, 8:00 am - 5:00 pm.
- Communication exists between buildings.
- All existing security and network equipment are in good working condition.
- There is sufficient connectivity for all buildings and areas needing connectivity.
- Existing switches have room to support the new cameras.
- This proposal is based on a single trip from Las Vegas to Battle Mountain which was included in BMHS proposal 170312. If additional trips are required, due to reasons beyond the control of OSS, additional trip fees will be assessed to compensate OSS for the unexpected costs associated with any additional trips.



The materials, software, and labor that are included in this proposal are listed in the table below.

BMES Add Camera

EQUIPMENT	MODEL NUMBER	QTY	UNIT PRICE	EXTENDED PRICE
CAT6 1000' Plenum - Yellow	2413 004U1000	0.25	\$593.71	\$148.43
4MP IP Indoor/Outdoor Mid Size Vandal Dome	IPFX-D40V-IRW3	1.00	\$309.12	\$309.12
Labor & Other Charges	Labor & Other Charges	1.00	\$1,315.45	\$1,315.45
Shipping	Shipping	1.00	\$15.00	\$15.00
			TOTAL	\$1,788.00

Roles and Responsibilities

Below is a checklist of who has responsibility to provide some of the key system components and infrastructure to clearly define roles and responsibilities of the customer and OSS. OSS is available to provide the items that are marked for the customer to provide upon request for an additional fee.

DESCRIPTION	OSS	CUSTOMER	N/A	NOTES
Network Switches	☐	X	☐	
Cable	X	☐	☐	
Cable Installation	X	☐	☐	
Cable infrastructure	X	☐	☐	
Lift equipment	☐	☐	X	
System servers	☐	X	☐	
Equipment racks	☐	X	☐	
UPS/Battery Backup	☐	☐	X	
Poles or Towers	☐	☐	X	
Pedestals	☐	☐	X	

Cable provided by OSS	Plenum Rated ☒	Riser Rated ☐
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Additional Project Details

Customer agrees to provide a secure storage location for all materials shipped to site unless explicitly stated otherwise and accounted for separately by OSS. Customer agrees to sign for receipt of all materials. Whether a customer signature is received by OSS or not, the customer accepts full responsibility for and takes possession and ownership of the materials once the materials arrive on site.

OSS is responsible for providing, installing, configuring, and integrating all hardware listed in the proposal.

All cable provided and installed by OSS will be free run per customer's specifications using mounting methods in accordance with ANSI and NEC standards.

Comprehensive equipment schedules will be provided upon the completion of the project along with system documentation.

The systems will be viewed and managed by the authorized individuals who have access to the system. The systems are scalable and robust.

OSS is not responsible for delays outside of its control.

The customer shall provide wall power (120 VAC) in the designated location where the servers, workstations, switches, and other equipment will be mounted. The customer acknowledges that the provided wall power can be used for these purposes.

For existing systems, this proposal assumes that all software maintenance licenses are current for vendors who require these types of agreements to provide technical support. If the software maintenance agreements have expired, then the client will need to renew them either through OSS or directly to ensure support is available during the project. Additional charges may be applied if the software maintenance expiration results in delays or demobilization.

OSS is not responsible for the time and expense of any additional permit or other fees that may be required in the project location.



Warranties

Manufacturer warranty for the equipment will be passed onto the customer.

Installation has a 1-year warranty.

Proposal Cost

The cost for this project is \$1,788.00 plus any additional applicable sales taxes and permit fees. This price is valid for 14 days from the date of this proposal. This project is a firm fixed price.

GSA Contract # GS-07F-047GA

Discount Incentive – OSS is offering a 2% discount for invoices paid on NET10 terms.

Any transaction fees or other fees applied as a result of the form of payment, for example, fees charged by a credit card, will be charged back to the customer.

Proposal Acceptance

To accept the proposal and the terms and conditions (Exhibit 1), please sign below. Upon receipt of the purchase order or down payment, OSS will order the equipment and coordinate the installation with the customer's designated project manager.

The OSS payment schedule is as follows:

- Invoice material upon order
- Invoice labor monthly based on progress
- Final invoice upon project completion

Authorized Customer Representative

Date

The person signing this Agreement on behalf of the client listed above in this proposal (Client) individually warrants that he or she has full legal power to execute this Agreement on behalf of the Client for whom he or she is signing, and to bind and obligate the Client with respect to all provisions contained in this Agreement.

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Conclusion

OSS appreciates the opportunity to serve your facility, patrons, employees, and interests to enhance your security infrastructure. OSS is committed to designing providing a system that is tailored to your needs. OSS's security professionals have a comprehensive understanding of the various types of security systems and excel in incorporating layered security solutions to create an extremely robust and capable security aggregate. Deriving innovative solutions is the trademark of OSS's security experts.

Sincerely,

Sean C. Crain
President/CEO
Orion Security Solutions

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1. This Agreement is formed as a result of the Customer accepting the Proposal provided by Orion Security Solutions for solutions and services for the stated cost specified in the Proposal. For the purposes of this Agreement, Orion Security Solutions (OSS) and any associated sub-contractors are the Vendor. The company and its sub-contractors listed in on the title page (page 2) of this Proposal is the Customer. The Vendor or the Customer may be referred to as a "Party" (or collectively "Parties") in this Agreement.
2. A signed copy of this Proposal constitutes acceptance of this Proposal, the terms and conditions, and the scope of work. Whereas, those signing the Proposal for approval have binding authority on the respective Party to enter into this legal Agreement between the Parties. An acceptance form from the Customer referencing this proposal may be provided if that is the preferred method of acceptance.
3. The Customer has the right to change the scope of work to include additional solutions or services within the Vendor's core competency. Any change to the scope of work can possibly affect the cost or schedule of the project. The Vendor shall not engage in making material changes to the scope of work without a signed change order by an authorized Customer representative. The change order shall stipulate any variances in cost or time.
4. Vendor is responsible for completing the scope of work specified in this Proposal.
5. Customer agrees that it shall render to Vendor all payments due during the course of this project in a timely manner.
6. Vendor is not responsible for delays outside of its control.
7. The Parties hereto shall be deemed to be independent business entities, and the employees of one shall not be deemed to be employees of the other.
8. This Agreement may not be assigned or otherwise transferred by either Party, in whole or in part, without the express prior written consent of the other Party.
9. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties, except as may be provided for in any resultant contracts agreed to between the Parties.
10. The Parties anticipate that, under this Agreement, it may be necessary for either to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified as such by the disclosing Party at the time of disclosure. Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract effort identified herein and only to those people that have a "need to know." Neither Party shall make any reproduction, disclosure, or use of such proprietary information except as follows:
 - a. Such data furnished by a Party may be used by the other Party, if required, in performing its obligation under this Agreement.
 - b. Such data may be used in accordance with any written authorization received from the disclosing Party.The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and neither Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:
 - a. If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or has been lawfully received from other sources, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
 - b. If, subsequent to the receipt thereof under this Agreement,
 - a. it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, without restriction, or
 - b. it has been lawfully obtained by the Party receiving it from other sources, provided such other source did not receive it due to a breach of this or any other Agreement, or
 - c. if such information otherwise comes within the public knowledge or becomes generally known to the public.Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by either Party shall be construed as granting to the other Party either expressly, by implication, estoppel, or otherwise, and license under any invention or patent, hereafter owned or controlled by the Party furnishing same. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article shall continue for a period of sixty (60) months from the date of this Agreement. This Article shall be subject to any non-disclosure or other contractual obligations between the Parties.
11. All communications relating to this Agreement shall be directed to the specific person designated to represent each Party. Each of the Parties to this Agreement shall appoint one technical and one contract representative. These appointments shall be kept current during the period of this Agreement. Communications which are not properly directed to the persons designated to represent the Parties shall not be binding upon the Parties. The technical and contract representative for the Vendor is Sean Crain, President/CEO. The Customer shall identify their representative(s).
12. The effective term of this Agreement is the duration of the project to complete the scope of work specified in the Proposal.

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14. This Agreement contains the entire Agreement of the Parties and cancels and supersedes any previous understanding or Agreement related to this Agreement, whether written or oral other than Agreements related to the non-disclosure of confidential information. All changes or modifications to this Agreement must be agreed to in writing between the Parties. Should any provision or section of this Agreement be found to be unenforceable for any reason, the remainder of the Agreement will remain in effect.
15. Personnel supplied by Vendor are not Customer's employees or agents, and Vendor assumes full responsibility for their acts. With respect to such personnel, Vendor shall have sole responsibility for supervision, daily direction and control, wages and salaries, withholding income taxes, social security, workmen's compensation, disability benefits, and the like.
16. This Agreement shall be governed by and interpreted under the laws of the State of Oklahoma.
17. Both Parties confirm that the individuals signing this Agreement have binding authority on the respective Party they represent.
18. Payment for the solutions and services offered by Vendor as related to this Agreement shall be made by Customer according to the terms stipulated in the Proposal or per previous payment arrangements agreed to between the Parties.
19. If the Customer terminates the Agreement or changes vendor, Customer shall pay Vendor within 5 business days for any work performed, equipment ordered, travel costs, other costs related to the performance of this Agreement, or other project progress made as of the date that written termination notice from Customer is received by Vendor. Vendor will be given a minimum of a 30-day curing period to rectify any specified issues with the work that has been performed prior to the date that the written notice is received by Vendor. Vendor will not be required to refund any payments made in advance to Vendor by the Customer related to this Agreement. If Vendor successfully rectifies any issues deemed to be the cause of the termination notice and Customer still insists on terminating this Agreement, then Customer shall pay Vendor the remaining balance of the project total within 15 days of written termination notice being received by Vendor.
20. Customer does hereby release, waive, discharge, and covenant not to sue the Vendor and its respective directors, officers, employees, agents, and representatives from any and all actions, claims, or demands that Customer and its employees now have or may have in the future for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of any Customer employee that are the result of a Customer employee's negligent, unlawful, or faulty actions.
21. Customer agrees to have an authorized representative available upon completion of designated project milestones to inspect and approve the work performed. Customer shall communicate any issues or concerns that would result in the work not being approved during the inspection. If Customer waives the right or refuses to inspect the work performed, then the work will be considered acceptable. Vendor is not responsible for delays caused by Customer not being available to perform inspection or other Customer responsibilities.
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23. Vendor is not responsible for items that get discontinued by manufacturers, but shall work with Customer to identify an acceptable replacement if an issue with discontinued items arise during the project.
24. Customer shall provide timely, physical access to Vendor to areas where work will be performed.
25. The geographic location of the work to be performed will be the designated Customer site(s).
26. Customer shall promptly notify Vendor if any provided equipment is found to be inoperable or defective. Vendor is not responsible for defective or malfunctioning equipment that is out of warranty, not provided and installed by Vendor, or the result of one of the scenarios detailed below.
 - a. Repair of damage resulting from unauthorized service not recommended by Vendor or the original manufacturer.
 - b. Repair of damage resulting from the Customer or an authorized agent of Customer making changes, adding or removing accessories, attachments or other devices not in accordance with Vendor guidelines or the manufacturer's specifications and/or recommendations.
 - c. Equipment not covered by this Agreement.
 - d. Service to bring any equipment into compliance with any law, rule or regulation of any government authority having jurisdiction or any provision of any applicable insurance policy, or service to correct any health hazard.
 - e. Repair of damage due to neglect or use of equipment for purposes other than that for which it is designed.
 - f. Vandalism by either an employee of Customer or unidentified source.
 - g. Acts of God, including, but not limited to fire, hail, ice, wind, or rain.
 - h. Damage caused by sources outside of the control of Vendor, such as water damage to internal equipment in server closets, improper or lack of environmental control, or other problems caused by operating the equipment outside the parameters specified by the manufacturer.
27. **MANDATORY ARBITRATION. PLEASE READ THIS SECTION (REFERRED TO AS THE "ARBITRATION PROVISION") CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**
 - a. Application. Upon demand, and except as otherwise provided in the paragraph labeled "Exceptions" below, Customer and Vendor must arbitrate individually any dispute or claim arising from or related to this Agreement including, but not limited to, claims of a breach of contract, claims based on regulatory law, a claim that a tort was committed, or any claim based on

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- any other legal theory. This requirement to arbitrate applies to any claim regardless of whether the claim is based on events occurring before or after the signing of this Agreement and includes claims based on advertisements, promotions, or oral or written statements related to the account, goods or services that are the subject of this Agreement. Upon demand, the validity, enforceability or scope of this Arbitration Provision or this entire Agreement shall be determined by arbitration.
- b. Starting Arbitration. If Customer or Vendor elects to arbitrate a claim, the electing Party must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, Customer's notice must be sent to 16232 Muirfield Pl, Edmond, OK 73013 and Vendor's notice must be sent to the most recent address for Customer in Vendor's files.
 - c. Location of Arbitration and Procedures. Arbitration will be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Oklahoma City, Oklahoma.
 - d. Exceptions. Vendor reserves the right not to require Customer to arbitrate: (1) any individual case brought by Vendor in small claims court, so long as it remains an individual case in small claims court; or (2) any claim by Vendor that only involves Vendor's effort to collect money Customer owes Vendor. However, if Customer responds to a collection lawsuit by claiming that Vendor engaged in any wrongdoing, Vendor may require Customer to arbitrate.
 - e. Severability. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this Arbitration Provision.

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Security Proposal 172551

By Orion Security Solutions

Date: 09/27/2024

Client: Lander County School District

Client Corporate Address: 450 E 6th Street, Battle Mountain, NV, 89820

Project Site: Battle Mountain Elementary School

Project Site Address: 650 Altenburg Ave, Battle Mountain, NV, 89820

Client Point of Contact: Heather Bonderer 775-635-2886 x 1103

Orion Account Executive: Gary Stickler gstickler@orionsecuritysolutions.com

Scope of Work

Summary Overview

Orion Security Solutions (OSS) proposes to provide and install one (1) NVR and two (2) 360 degree cameras for each of the four (4) mobile classroom structures at BMES. Adding an NVR to each structure will allow for future expansion while only requiring one (1) network connection per structure and negate the need to trench between buildings.

Video Surveillance

- Software
 - Existing IC Realtime software in each NVR.
- Server & Workstation
 - OSS proposes to provide and install one (1) IC Realtime NVR in each of the mobile buildings.
 - OSS proposes to provide and install one (1) lockbox for each of the IC Realtime NVRs.
- Cameras
 - OSS proposes to provide and install one (1) 360 degree fisheye camera for each classroom for a total of eight (8) IPEL-F50F-W2.
- Cabling
 - OSS proposes to provide and run CAT6 cabling from camera to NVR.

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Note

A travel fee was applied to BMHS proposal 172546. It is assumed OSS will perform the proposed work on Proposals 172549, 172550, 172551, 172552, 172553, and 172542 during a single trip from Las Vegas to Battle Mountain. If proposal 172546 is not approved, or if OSS is instructed to make separate trips for these projects, additional trip fees will be assessed to compensate OSS for the unexpected costs associated with the additional trips.

Exclusions

In this proposal, OSS will not be responsible for the following scope of work. However, if requested, OSS can provide the excluded scope for an additional fee. It is assumed that others will take care of the specified scope below.

- Electrical power
- Site and facility drawings
- Permit and other fees
- Fire alarm connections and coordination
- Network equipment and configurations
- Network connectivity
- Demo of old equipment
- Conduit, back boxes, pathways, and accessories
- Equipment not listed in the bill of material
- Lifts, scaffolding, and hoists

Assumptions

- Pricing is based on information at the time of bidding. OSS reserves the right to adjust pricing once the actual location, site, environment, and schedule are revealed and site survey results are confirmed.
- Work will be performed during regular business hours, Monday through Friday, 8:00 am - 5:00 pm.
- All existing cabling has sufficient pairs and is in good working condition.
- Communication exists between buildings.
- All existing security and network equipment are in good working condition.
- There is sufficient connectivity for all buildings and areas needing connectivity.
- Conduit & Infrastructure is in place and available for use with sufficient capacity for the new cable.



The materials, software, and labor that are included in this proposal are listed in the table below.

BMES Mobile Classroom

EQUIPMENT	MODEL NUMBER	QTY	UNIT PRICE	EXTENDED PRICE
CAT6 1000' Plenum - Yellow	2413 004U1000	2.00	\$593.71	\$1,187.42
Conduit & Accessories	3/4" 10' Segment	80.00	\$16.88	\$1,350.40
16 CH IP 1U RACKMOUNT NVR - 2HDD - IP RESOLUTION UP TO 16MP/30FPS (256MBPS) - 16	NVR-FX16POE- 1U16MP1-16TB	4.00	\$1,566.00	\$6,264.00
Dvr Lock Box Large W/Fan And Key Lock 21X24X8	DVR-LOCK-BOX- LG	4.00	\$193.76	\$775.04
IC Realtime - ICIP-360L5 5MP Indoor 360 Spherical Dome. 1.42mm Fisheye Lens (360). Built .	IPEL-F50F-W2	8.00	\$619.36	\$4,954.88
Indoor/Outdoor Round Junction Box Conduit Threaded Inputs	MNT-JunctionBox- 6	8.00	\$28.00	\$224.00
Labor & Other Charges	Labor & Other Charges	1.00	\$23,576.26	\$23,576.26
Shipping	Shipping	1.00	\$200.00	\$200.00
			TOTAL	\$38,532.00

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Roles and Responsibilities

Below is a checklist of who has responsibility to provide some of the key system components and infrastructure to clearly define roles and responsibilities of the customer and OSS. OSS is available to provide the items that are marked for the customer to provide upon request for an additional fee.

DESCRIPTION	OSS	CUSTOMER	N/A	NOTES
Network Switches	☐	X	☐	
Cable	X	☐	☐	
Cable Installation	X	☐	☐	
Cable infrastructure	X	☐	☐	
Lift equipment	☐	☐	X	
System servers	X	☐	☐	
Equipment racks	☐	X	☐	
UPS/Battery Backup	☐	X	☐	
Poles or Towers	☐	☐	X	
Pedestals	☐	☐	X	

Cable provided by OSS	Plenum Rated ☒	Riser Rated ☐
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Additional Project Details

Customer agrees to provide a secure storage location for all materials shipped to site unless explicitly stated otherwise and accounted for separately by OSS. Customer agrees to sign for receipt of all materials. Whether a customer signature is received by OSS or not, the customer accepts full responsibility for and takes possession and ownership of the materials once the materials arrive on site.

OSS is responsible for providing, installing, configuring, and integrating all hardware listed in the proposal.

All cable provided and installed by OSS will be free run per customer's specifications using mounting methods in accordance with ANSI and NEC standards.

Comprehensive equipment schedules will be provided upon the completion of the project along with system documentation.

The systems will be viewed and managed by the authorized individuals who have access to the system. The systems are scalable and robust.

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OSS is not responsible for delays outside of its control.

The customer shall provide wall power (120 VAC) in the designated location where the servers, workstations, switches, and other equipment will be mounted. The customer acknowledges that the provided wall power can be used for these purposes.

For existing systems, this proposal assumes that all software maintenance licenses are current for vendors who require these types of agreements to provide technical support. If the software maintenance agreements have expired, then the client will need to renew them either through OSS or directly to ensure support is available during the project. Additional charges may be applied if the software maintenance expiration results in delays or demobilization.

OSS is not responsible for the time and expense of any additional permit or other fees that may be required in the project location.

Warranties

Manufacturer warranty for the equipment will be passed onto the customer.

Installation has a 1-year warranty.

Proposal Cost

The cost for this project is \$38,532.00 plus any additional applicable sales taxes and permit fees. This price is valid for 14 days from the date of this proposal. This project is a firm fixed price.

GSA Contract # GS-07F-047GA

Discount Incentive – OSS is offering a 2% discount for invoices paid on NET10 terms.

Any transaction fees or other fees applied as a result of the form of payment, for example, fees charged by a credit card, will be charged back to the customer.

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Proposal Acceptance

To accept the proposal and the terms and conditions (Exhibit 1), please sign below. Upon receipt of the purchase order or down payment, OSS will order the equipment and coordinate the installation with the customer's designated project manager.

The OSS payment schedule is as follows:

- Invoice material upon order
- Invoice labor monthly based on progress
- Final invoice upon project completion

Authorized Customer Representative

Date

The person signing this Agreement on behalf of the client listed above in this proposal (Client) individually warrants that he or she has full legal power to execute this Agreement on behalf of the Client for whom he or she is signing, and to bind and obligate the Client with respect to all provisions contained in this Agreement.

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 - c. if such information otherwise comes within the public knowledge or becomes generally known to the public.Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by either Party shall be construed as granting to the other Party either expressly, by implication, estoppel, or otherwise, and license under any invention or patent, hereafter owned or controlled by the Party furnishing same. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article shall continue for a period of sixty (60) months from the date of this Agreement. This Article shall be subject to any non-disclosure or other contractual obligations between the Parties.
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 - c. Equipment not covered by this Agreement.
 - d. Service to bring any equipment into compliance with any law, rule or regulation of any government authority having jurisdiction or any provision of any applicable insurance policy, or service to correct any health hazard.
 - e. Repair of damage due to neglect or use of equipment for purposes other than that for which it is designed.
 - f. Vandalism by either an employee of Customer or unidentified source.
 - g. Acts of God, including, but not limited to fire, hail, ice, wind, or rain.
 - h. Damage caused by sources outside of the control of Vendor, such as water damage to internal equipment in server closets, improper or lack of environmental control, or other problems caused by operating the equipment outside the parameters specified by the manufacturer.
27. **MANDATORY ARBITRATION. PLEASE READ THIS SECTION (REFERRED TO AS THE "ARBITRATION PROVISION") CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**
 - a. Application. Upon demand, and except as otherwise provided in the paragraph labeled "Exceptions" below, Customer and Vendor must arbitrate individually any dispute or claim arising from or related to this Agreement including, but not limited to, claims of a breach of contract, claims based on regulatory law, a claim that a tort was committed, or any claim based on

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- any other legal theory. This requirement to arbitrate applies to any claim regardless of whether the claim is based on events occurring before or after the signing of this Agreement and includes claims based on advertisements, promotions, or oral or written statements related to the account, goods or services that are the subject of this Agreement. Upon demand, the validity, enforceability or scope of this Arbitration Provision or this entire Agreement shall be determined by arbitration.
- b. Starting Arbitration. If Customer or Vendor elects to arbitrate a claim, the electing Party must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, Customer's notice must be sent to 16232 Muirfield Pl, Edmond, OK 73013 and Vendor's notice must be sent to the most recent address for Customer in Vendor's files.
 - c. Location of Arbitration and Procedures. Arbitration will be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Oklahoma City, Oklahoma.
 - d. Exceptions. Vendor reserves the right not to require Customer to arbitrate: (1) any individual case brought by Vendor in small claims court, so long as it remains an individual case in small claims court; or (2) any claim by Vendor that only involves Vendor's effort to collect money Customer owes Vendor. However, if Customer responds to a collection lawsuit by claiming that Vendor engaged in any wrongdoing, Vendor may require Customer to arbitrate.
 - e. Severability. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this Arbitration Provision.

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Security Proposal 172552

By Orion Security Solutions

Date: 09/27/2024

Client: Lander County School District

Client Corporate Address: 450 E 6th Street, Battle Mountain, NV, 89820

Project Site: Austin School

Project Site Address: 200 Highway 305 North, Austin, NV, 89310

Client Point of Contact: Heather Bonderer 775-635-2886 x 1103

Orion Account Executive: Gary Stickler gstickler@orionsecuritysolutions.com

Scope of Work

Summary Overview

Orion Security Solutions (OSS) proposes to provide and install three (3) new IC Realtime cameras to the IC Realtime security system located at Austin School.

Video Surveillance

- Software
 - Existing IC Realtime VMS software.
- Server & Workstation
 - Existing IC Realtime NVR.
- Recording Parameters
 - Existing recording parameters.
- Cabling
 - OSS proposes to provide and run CAT6 cabling from cameras to NVR/switch.
- Cameras
 - OSS proposes to provide and install three (3) new IC Realtime cameras to the IC Realtime security system located at Austin School.
 - One (1) IPEL-M80V-IRW1
 - Two (2) IPEL-DL80F-IRW1

Note

A travel fee was applied to BMHS proposal 172546. It is assumed OSS will perform the proposed work on Proposals 172549, 172550, 172551, 172552, 172553, and 172542 during a single trip from Las Vegas to Battle Mountain. If proposal 172546 is not approved, or if OSS is instructed to make separate trips for these projects, additional trip fees will be assessed to compensate OSS for the unexpected costs associated with the additional trips.

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Exclusions

In this proposal, OSS will not be responsible for the following scope of work. However, if requested, OSS can provide the excluded scope for an additional fee. It is assumed that others will take care of the specified scope below.

- Electrical power
- Site and facility drawings
- Permit and other fees
- Fire alarm connections and coordination
- Network equipment and configurations
- Network connectivity
- Demo of old equipment
- Conduit, back boxes, pathways, and accessories
- Equipment not listed in the bill of material
- Lifts, scaffolding, and hoists

Assumptions

- Pricing is based on information at the time of bidding. OSS reserves the right to adjust pricing once the actual location, site, environment, and schedule are revealed and site survey results are confirmed
- Work will be performed during regular business hours, Monday through Friday, 8:00 am - 5:00 pm.
- All existing cabling has sufficient pairs and is in good working condition.
- Communication exists between buildings.
- All existing security and network equipment are in good working condition.
- There is sufficient connectivity for all buildings and areas needing connectivity.
- Conduit & Infrastructure is in place and available for use with sufficient capacity for the new cable.



The materials, software, and labor that are included in this proposal are listed in the table below.

Austin School Camera Add

EQUIPMENT	MODEL NUMBER	QTY	UNIT PRICE	EXTENDED PRICE
CAT6 1000' Plenum - Yellow	2413 004U1000	0.75	\$593.71	\$445.28
Flex Conduit & Accessories 1"	1" 10' Roll	3.00	\$27.00	\$81.00
IC Realtime - 4 X 2MP MULTI LENS IP DOME. I-SNIPER. 4 X 2.7 - 12 MM MOTORIZED LENS (105). 98 FEET OF IR. POE+ CAPABLE.	IPEL-M80V-IRW1	1.00	\$1,573.60	\$1,573.60
2 X 4MP DUAL LENS IP WEDGE DOME. I-SNIPER. 2 X 2.8 FIXED LENSES (95°). 98 FEET OF IR. BUILT-IN MIC, POE CAPABLE.	IPEL-DL80F-IRW1	2.00	\$518.56	\$1,037.12
IC Realtime - CEILING MOUNT ADAPTER FOR IPEL-M80V-IRW1 AND ICIP-MLD42-IR, CEILING MOUNT AND POLES ARE SOLD SEPARATELY	MNT-MLD-ADAPTER	1.00	\$30.24	\$30.24
Wall Arm with Junction Box	MNT-ARM-V2	1.00	\$34.72	\$34.72
Outdoor Large Junction Box	MNT-BOX-2-V2	2.00	\$190.40	\$380.80
IC Realtime - CORNER MOUNT - COMPATIBLE WITH MNT-ARM -MNT-BOX - MNT-JUNCTION BOX 1 - MNT-JUNCTION BOX 2 - PTZ-DOMES - IP-PTZ-DOMES - ICIP-B1300VIR - ICIP-B2000 AND ICIP-B3000AF	MNT-PCNRIP	1.00	\$78.40	\$78.40
Wall Mount Bracket for Mini IP Domes	MNT-IPMINIDOME-WALL	2.00	\$25.76	\$51.52
Labor & Other Charges	Labor & Other Charges	1.00	\$4,913.32	\$4,913.32
Shipping	Shipping	1.00	\$150.00	\$150.00
			TOTAL	\$8,776.00

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Roles and Responsibilities

Below is a checklist of who has responsibility to provide some of the key system components and infrastructure to clearly define roles and responsibilities of the customer and OSS. OSS is available to provide the items that are marked for the customer to provide upon request for an additional fee.

DESCRIPTION	OSS	CUSTOMER	N/A	NOTES
Network Switches	☐	X	☐	
Cable	X	☐	☐	
Cable Installation	X	☐	☐	
Cable infrastructure	X	☐	☐	
Lift equipment	☐	☐	X	
System servers	☐	X	☐	
Equipment racks	☐	X	☐	
UPS/Battery Backup	☐	X	☐	
Poles or Towers	☐	☐	X	
Pedestals	☐	☐	X	

Cable provided by OSS	Plenum Rated ☒	Riser Rated ☐
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Additional Project Details

Customer agrees to provide a secure storage location for all materials shipped to site unless explicitly stated otherwise and accounted for separately by OSS. Customer agrees to sign for receipt of all materials. Whether a customer signature is received by OSS or not, the customer accepts full responsibility for and takes possession and ownership of the materials once the materials arrive on site.

OSS is responsible for providing, installing, configuring, and integrating all hardware listed in the proposal.

All cable provided and installed by OSS will be free run per customer's specifications using mounting methods in accordance with ANSI and NEC standards.

Comprehensive equipment schedules will be provided upon the completion of the project along with system documentation.

The systems will be viewed and managed by the authorized individuals who have access to the system. The systems are scalable and robust.

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OSS is not responsible for delays outside of its control.

The customer shall provide wall power (120 VAC) in the designated location where the servers, workstations, switches, and other equipment will be mounted. The customer acknowledges that the provided wall power can be used for these purposes.

For existing systems, this proposal assumes that all software maintenance licenses are current for vendors who require these types of agreements to provide technical support. If the software maintenance agreements have expired, then the client will need to renew them either through OSS or directly to ensure support is available during the project. Additional charges may be applied if the software maintenance expiration results in delays or demobilization.

OSS is not responsible for the time and expense of any additional permit or other fees that may be required in the project location.

Warranties

Manufacturer warranty for the equipment will be passed onto the customer.

Installation has a 1-year warranty.

Proposal Cost

The cost for this project is \$8,776.00 plus any additional applicable sales taxes and permit fees. This price is valid for 14 days from the date of this proposal. This project is a firm fixed price.

GSA Contract # GS-07F-047GA

Discount Incentive – OSS is offering a 2% discount for invoices paid on NET10 terms.

Any transaction fees or other fees applied as a result of the form of payment, for example, fees charged by a credit card, will be charged back to the customer.

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Proposal Acceptance

To accept the proposal and the terms and conditions (Exhibit 1), please sign below. Upon receipt of the purchase order or down payment, OSS will order the equipment and coordinate the installation with the customer's designated project manager.

The OSS payment schedule is as follows:

- Invoice material upon order
- Invoice labor monthly based on progress
- Final invoice upon project completion

Authorized Customer Representative

Date

The person signing this Agreement on behalf of the client listed above in this proposal (Client) individually warrants that he or she has full legal power to execute this Agreement on behalf of the Client for whom he or she is signing, and to bind and obligate the Client with respect to all provisions contained in this Agreement.

Conclusion

OSS appreciates the opportunity to serve your facility, patrons, employees, and interests to enhance your security infrastructure. OSS is committed to designing providing a system that is tailored to your needs. OSS's security professionals have a comprehensive understanding of the various types of security systems and excel in incorporating layered security solutions to create an extremely robust and capable security aggregate. Deriving innovative solutions is the trademark of OSS's security experts.

Sincerely,

Sean C. Crain
President/CEO
Orion Security Solutions

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Exhibit 1: Terms and Conditions

1. This Agreement is formed as a result of the Customer accepting the Proposal provided by Orion Security Solutions for solutions and services for the stated cost specified in the Proposal. For the purposes of this Agreement, Orion Security Solutions (OSS) and any associated sub-contractors are the Vendor. The company and its sub-contractors listed in on the title page (page 2) of this Proposal is the Customer. The Vendor or the Customer may be referred to as a "Party" (or collectively "Parties") in this Agreement.
2. A signed copy of this Proposal constitutes acceptance of this Proposal, the terms and conditions, and the scope of work. Whereas, those signing the Proposal for approval have binding authority on the respective Party to enter into this legal Agreement between the Parties. An acceptance form from the Customer referencing this proposal may be provided if that is the preferred method of acceptance.
3. The Customer has the right to change the scope of work to include additional solutions or services within the Vendor's core competency. Any change to the scope of work can possibly affect the cost or schedule of the project. The Vendor shall not engage in making material changes to the scope of work without a signed change order by an authorized Customer representative. The change order shall stipulate any variances in cost or time.
4. Vendor is responsible for completing the scope of work specified in this Proposal.
5. Customer agrees that it shall render to Vendor all payments due during the course of this project in a timely manner.
6. Vendor is not responsible for delays outside of its control.
7. The Parties hereto shall be deemed to be independent business entities, and the employees of one shall not be deemed to be employees of the other.
8. This Agreement may not be assigned or otherwise transferred by either Party, in whole or in part, without the express prior written consent of the other Party.
9. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties, except as may be provided for in any resultant contracts agreed to between the Parties.
10. The Parties anticipate that, under this Agreement, it may be necessary for either to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified as such by the disclosing Party at the time of disclosure. Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract effort identified herein and only to those people that have a "need to know." Neither Party shall make any reproduction, disclosure, or use of such proprietary information except as follows:
 - a. Such data furnished by a Party may be used by the other Party, if required, in performing its obligation under this Agreement.
 - b. Such data may be used in accordance with any written authorization received from the disclosing Party.The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and neither Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:
 - a. If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or has been lawfully received from other sources, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
 - b. If, subsequent to the receipt thereof under this Agreement,
 - a. it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, without restriction, or
 - b. it has been lawfully obtained by the Party receiving it from other sources, provided such other source did not receive it due to a breach of this or any other Agreement, or
 - c. if such information otherwise comes within the public knowledge or becomes generally known to the public.Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by either Party shall be construed as granting to the other Party either expressly, by implication, estoppel, or otherwise, and license under any invention or patent, hereafter owned or controlled by the Party furnishing same. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article shall continue for a period of sixty (60) months from the date of this Agreement. This Article shall be subject to any non-disclosure or other contractual obligations between the Parties.
11. All communications relating to this Agreement shall be directed to the specific person designated to represent each Party. Each of the Parties to this Agreement shall appoint one technical and one contract representative. These appointments shall be kept current during the period of this Agreement. Communications which are not properly directed to the persons designated to represent the Parties shall not be binding upon the Parties. The technical and contract representative for the Vendor is Sean Crain, President/CEO. The Customer shall identify their representative(s).
12. The effective term of this Agreement is the duration of the project to complete the scope of work specified in the Proposal.

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13. During the term of this Agreement, both Parties agree to refrain from soliciting or employing staff members in the other Party's current employment. This clause does not apply to former employees who may have physically separated or terminated employment with the other Party.
14. This Agreement contains the entire Agreement of the Parties and cancels and supersedes any previous understanding or Agreement related to this Agreement, whether written or oral other than Agreements related to the non-disclosure of confidential information. All changes or modifications to this Agreement must be agreed to in writing between the Parties. Should any provision or section of this Agreement be found to be unenforceable for any reason, the remainder of the Agreement will remain in effect.
15. Personnel supplied by Vendor are not Customer's employees or agents, and Vendor assumes full responsibility for their acts. With respect to such personnel, Vendor shall have sole responsibility for supervision, daily direction and control, wages and salaries, withholding income taxes, social security, workmen's compensation, disability benefits, and the like.
16. This Agreement shall be governed by and interpreted under the laws of the State of Oklahoma.
17. Both Parties confirm that the individuals signing this Agreement have binding authority on the respective Party they represent.
18. Payment for the solutions and services offered by Vendor as related to this Agreement shall be made by Customer according to the terms stipulated in the Proposal or per previous payment arrangements agreed to between the Parties.
19. If the Customer terminates the Agreement or changes vendor, Customer shall pay Vendor within 5 business days for any work performed, equipment ordered, travel costs, other costs related to the performance of this Agreement, or other project progress made as of the date that written termination notice from Customer is received by Vendor. Vendor will be given a minimum of a 30-day curing period to rectify any specified issues with the work that has been performed prior to the date that the written notice is received by Vendor. Vendor will not be required to refund any payments made in advance to Vendor by the Customer related to this Agreement. If Vendor successfully rectifies any issues deemed to be the cause of the termination notice and Customer still insists on terminating this Agreement, then Customer shall pay Vendor the remaining balance of the project total within 15 days of written termination notice being received by Vendor.
20. Customer does hereby release, waive, discharge, and covenant not to sue the Vendor and its respective directors, officers, employees, agents, and representatives from any and all actions, claims, or demands that Customer and its employees now have or may have in the future for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of any Customer employee that are the result of a Customer employee's negligent, unlawful, or faulty actions.
21. Customer agrees to have an authorized representative available upon completion of designated project milestones to inspect and approve the work performed. Customer shall communicate any issues or concerns that would result in the work not being approved during the inspection. If Customer waives the right or refuses to inspect the work performed, then the work will be considered acceptable. Vendor is not responsible for delays caused by Customer not being available to perform inspection or other Customer responsibilities.
22. Vendor shall provide all tools and equipment needed to perform the scope of work unless the Proposal stipulates that the Customer will be providing some of the needed tools or equipment.
23. Vendor is not responsible for items that get discontinued by manufacturers, but shall work with Customer to identify an acceptable replacement if an issue with discontinued items arise during the project.
24. Customer shall provide timely, physical access to Vendor to areas where work will be performed.
25. The geographic location of the work to be performed will be the designated Customer site(s).
26. Customer shall promptly notify Vendor if any provided equipment is found to be inoperable or defective. Vendor is not responsible for defective or malfunctioning equipment that is out of warranty, not provided and installed by Vendor, or the result of one of the scenarios detailed below.
 - a. Repair of damage resulting from unauthorized service not recommended by Vendor or the original manufacturer.
 - b. Repair of damage resulting from the Customer or an authorized agent of Customer making changes, adding or removing accessories, attachments or other devices not in accordance with Vendor guidelines or the manufacturer's specifications and/or recommendations.
 - c. Equipment not covered by this Agreement.
 - d. Service to bring any equipment into compliance with any law, rule or regulation of any government authority having jurisdiction or any provision of any applicable insurance policy, or service to correct any health hazard.
 - e. Repair of damage due to neglect or use of equipment for purposes other than that for which it is designed.
 - f. Vandalism by either an employee of Customer or unidentified source.
 - g. Acts of God, including, but not limited to fire, hail, ice, wind, or rain.
 - h. Damage caused by sources outside of the control of Vendor, such as water damage to internal equipment in server closets, improper or lack of environmental control, or other problems caused by operating the equipment outside the parameters specified by the manufacturer.
27. **MANDATORY ARBITRATION. PLEASE READ THIS SECTION (REFERRED TO AS THE "ARBITRATION PROVISION") CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**
 - a. Application. Upon demand, and except as otherwise provided in the paragraph labeled "Exceptions" below, Customer and Vendor must arbitrate individually any dispute or claim arising from or related to this Agreement including, but not limited to, claims of a breach of contract, claims based on regulatory law, a claim that a tort was committed, or any claim based on

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- any other legal theory. This requirement to arbitrate applies to any claim regardless of whether the claim is based on events occurring before or after the signing of this Agreement and includes claims based on advertisements, promotions, or oral or written statements related to the account, goods or services that are the subject of this Agreement. Upon demand, the validity, enforceability or scope of this Arbitration Provision or this entire Agreement shall be determined by arbitration.
- b. Starting Arbitration. If Customer or Vendor elects to arbitrate a claim, the electing Party must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, Customer's notice must be sent to 16232 Muirfield Pl, Edmond, OK 73013 and Vendor's notice must be sent to the most recent address for Customer in Vendor's files.
 - c. Location of Arbitration and Procedures. Arbitration will be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Oklahoma City, Oklahoma.
 - d. Exceptions. Vendor reserves the right not to require Customer to arbitrate: (1) any individual case brought by Vendor in small claims court, so long as it remains an individual case in small claims court; or (2) any claim by Vendor that only involves Vendor's effort to collect money Customer owes Vendor. However, if Customer responds to a collection lawsuit by claiming that Vendor engaged in any wrongdoing, Vendor may require Customer to arbitrate.
 - e. Severability. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this Arbitration Provision.

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Security Proposal 172553

By Orion Security Solutions

Date: 09/27/2024

Client: Lander County School District

Client Corporate Address: 450 E 6th Street, Battle Mountain, NV, 89820

Project Site: Eleanor Lemaire Middle School

Project Site Address: 985 W. Humboldt Street, Battle Mountain, NV, 89820

Client Point of Contact: Heather Bonderer 775-635-2886 x 1103

Orion Account Executive: Gary Stickler gstickler@orionsecuritysolutions.com

Scope of Work

Summary Overview

Orion Security Solutions (OSS) proposes to provide and install one (1) 64-channel IC Realtime NVR. OSS proposes to provide and install two (2) dual sensor IC Realtime cameras outside the concessions area at Eleanor Lemaire Middle School.

Video Surveillance

- Software
 - IC Realtime software preloaded on new NVR.
- Server & Workstation
 - OSS proposes to provide and install one (1) 64-channel IC Realtime NVR.
- Cameras
 - OSS proposes to provide and install two (2) dual sensor IC Realtime cameras outside the concessions area at Eleanor Lemaire Middle School.
- Cabling
 - OSS proposes to provide and run CAT6 Cabling from cameras to new NVR.

Note

A travel fee was applied to BMHS proposal 172546. It is assumed OSS will perform the proposed work on Proposals 172549, 172550, 172551, 172552, 172553, and 172542 during a single trip from Las Vegas to Battle Mountain. If proposal 172546 is not approved, or if OSS is instructed to make separate trips for these projects, additional trip fees will be assessed to compensate OSS for the unexpected costs associated with the additional trips

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Exclusions

In this proposal, OSS will not be responsible for the following scope of work. However, if requested, OSS can provide the excluded scope for an additional fee. It is assumed that others will take care of the specified scope below.

- Electrical power
- Site and facility drawings
- Permit and other fees
- Fire alarm connections and coordination
- Network equipment and configurations
- Network connectivity
- Demo of old equipment
- Conduit, back boxes, pathways, and accessories
- Equipment not listed in the bill of material
- Lifts, scaffolding, and hoists

Assumptions

- Pricing is based on information at the time of bidding. OSS reserves the right to adjust pricing once the actual location, site, environment, and schedule are revealed and site survey results are confirmed.
- Work will be performed during regular business hours, Monday through Friday, 8:00 am - 5:00 pm.
- All existing cabling has sufficient pairs and is in good working condition.
- Communication exists between buildings.
- All existing security and network equipment are in good working condition.
- There is sufficient connectivity for all buildings and areas needing connectivity.
- Conduit & Infrastructure is in place and available for use with sufficient capacity for the new cable.



The materials, software, and labor that are included in this proposal are listed in the table below.

Add NVR to BMMS

EQUIPMENT	MODEL NUMBER	QTY	UNIT PRICE	EXTENDED PRICE
CAT6 1000' Plenum - Yellow	2413 004U1000	0.50	\$593.71	\$296.86
Conduit & Accessories	3/4" 10' Segment	3.00	\$16.88	\$50.64
64CH IP 2U RACKMOUNT NVR	NVR-EL64-2U32MP1-64TB	1.00	\$6,167.84	\$6,167.84
2 X 4MP DUAL LENS IP WEDGE DOME. I-SNIPER. 2 X	IPEL-DL80F-IRW1	2.00	\$518.56	\$1,037.12
IC Realtime - CORNER MOUNT - COMPATIBLE WITH MNT-ARM	MNT-PCNRIP	2.00	\$78.40	\$156.80
Wall Mount Bracket for Mini IP Domes	MNT-IPMINIDOME-WALL	2.00	\$25.76	\$51.52
Labor & Other Charges	Labor & Other Charges	1.00	\$5,367.22	\$5,367.22
Shipping	Shipping	1.00	\$200.00	\$200.00
			TOTAL	\$13,328.00

Roles and Responsibilities

Below is a checklist of who has responsibility to provide some of the key system components and infrastructure to clearly define roles and responsibilities of the customer and OSS. OSS is available to provide the items that are marked for the customer to provide upon request for an additional fee.

DESCRIPTION	OSS	CUSTOMER	N/A	NOTES
Network Switches	☐	X	☐	
Cable	X	☐	☐	
Cable Installation	X	☐	☐	
Cable infrastructure	X	☐	☐	
Lift equipment	☐	☐	X	
System servers	X	☐	☐	
Equipment racks	☐	X	☐	
UPS/Battery Backup	☐	X	☐	
Poles or Towers	☐	☐	X	
Pedestals	☐	☐	X	

Cable provided by OSS	Plenum Rated ☒	Riser Rated ☐
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Additional Project Details

Customer agrees to provide a secure storage location for all materials shipped to site unless explicitly stated otherwise and accounted for separately by OSS. Customer agrees to sign for receipt of all materials. Whether a customer signature is received by OSS or not, the customer accepts full responsibility for and takes possession and ownership of the materials once the materials arrive on site.

OSS is responsible for providing, installing, configuring, and integrating all hardware listed in the proposal.

All cable provided and installed by OSS will be free run per customer's specifications using mounting methods in accordance with ANSI and NEC standards.

Comprehensive equipment schedules will be provided upon the completion of the project along with system documentation.

The systems will be viewed and managed by the authorized individuals who have access to the system. The systems are scalable and robust.

OSS is not responsible for delays outside of its control.

The customer shall provide wall power (120 VAC) in the designated location where the servers, workstations, switches, and other equipment will be mounted. The customer acknowledges that the provided wall power can be used for these purposes.

For existing systems, this proposal assumes that all software maintenance licenses are current for vendors who require these types of agreements to provide technical support. If the software maintenance agreements have expired, then the client will need to renew them either through OSS or directly to ensure support is available during the project. Additional charges may be applied if the software maintenance expiration results in delays or demobilization.

OSS is not responsible for the time and expense of any additional permit or other fees that may be required in the project location.



Warranties

Manufacturer warranty for the equipment will be passed onto the customer.

Installation has a 1-year warranty.

Proposal Cost

The cost for this project is \$13,328.00 plus any additional applicable sales taxes and permit fees. This price is valid for 14 days from the date of this proposal. This project is a firm fixed price.

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Discount Incentive – OSS is offering a 2% discount for invoices paid on NET10 terms.

Any transaction fees or other fees applied as a result of the form of payment, for example, fees charged by a credit card, will be charged back to the customer.

Proposal Acceptance

To accept the proposal and the terms and conditions (Exhibit 1), please sign below. Upon receipt of the purchase order or down payment, OSS will order the equipment and coordinate the installation with the customer's designated project manager.

The OSS payment schedule is as follows:

- Invoice material upon order
- Invoice labor monthly based on progress
- Final invoice upon project completion

Authorized Customer Representative

Date

The person signing this Agreement on behalf of the client listed above in this proposal (Client) individually warrants that he or she has full legal power to execute this Agreement on behalf of the Client for whom he or she is signing, and to bind and obligate the Client with respect to all provisions contained in this Agreement.

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Conclusion

OSS appreciates the opportunity to serve your facility, patrons, employees, and interests to enhance your security infrastructure. OSS is committed to designing providing a system that is tailored to your needs. OSS's security professionals have a comprehensive understanding of the various types of security systems and excel in incorporating layered security solutions to create an extremely robust and capable security aggregate. Deriving innovative solutions is the trademark of OSS's security experts.

Sincerely,

Sean C. Crain
President/CEO
Orion Security Solutions

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Exhibit 1: Terms and Conditions

1. This Agreement is formed as a result of the Customer accepting the Proposal provided by Orion Security Solutions for solutions and services for the stated cost specified in the Proposal. For the purposes of this Agreement, Orion Security Solutions (OSS) and any associated sub-contractors are the Vendor. The company and its sub-contractors listed in on the title page (page 2) of this Proposal is the Customer. The Vendor or the Customer may be referred to as a "Party" (or collectively "Parties") in this Agreement.
2. A signed copy of this Proposal constitutes acceptance of this Proposal, the terms and conditions, and the scope of work. Whereas, those signing the Proposal for approval have binding authority on the respective Party to enter into this legal Agreement between the Parties. An acceptance form from the Customer referencing this proposal may be provided if that is the preferred method of acceptance.
3. The Customer has the right to change the scope of work to include additional solutions or services within the Vendor's core competency. Any change to the scope of work can possibly affect the cost or schedule of the project. The Vendor shall not engage in making material changes to the scope of work without a signed change order by an authorized Customer representative. The change order shall stipulate any variances in cost or time.
4. Vendor is responsible for completing the scope of work specified in this Proposal.
5. Customer agrees that it shall render to Vendor all payments due during the course of this project in a timely manner.
6. Vendor is not responsible for delays outside of its control.
7. The Parties hereto shall be deemed to be independent business entities, and the employees of one shall not be deemed to be employees of the other.
8. This Agreement may not be assigned or otherwise transferred by either Party, in whole or in part, without the express prior written consent of the other Party.
9. Nothing in this Agreement shall be deemed to constitute, create, give effect to, or otherwise recognize a joint venture, partnership, or formal business entity of any kind, and rights and obligations of the Parties shall be limited to those expressly set forth herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties, except as may be provided for in any resultant contracts agreed to between the Parties.
10. The Parties anticipate that, under this Agreement, it may be necessary for either to transfer to the other information of a proprietary nature. Proprietary information shall be clearly identified as such by the disclosing Party at the time of disclosure. Each of the Parties agrees that it will use the same reasonable efforts to protect such information as are used to protect its own proprietary information. Disclosures of such information shall be restricted to those individuals who are directly participating in the proposal and subcontract effort identified herein and only to those people that have a "need to know." Neither Party shall make any reproduction, disclosure, or use of such proprietary information except as follows:
 - a. Such data furnished by a Party may be used by the other Party, if required, in performing its obligation under this Agreement.
 - b. Such data may be used in accordance with any written authorization received from the disclosing Party.The limitations on reproduction, disclosure, or use of proprietary information shall not apply to, and neither Party shall be liable for reproduction, disclosure, or use of proprietary information with respect to which any of the following conditions exist:
 - a. If, prior to the receipt thereof under this Agreement, it has been developed independently by the Party receiving it, or has been lawfully received from other sources, provided such other source did not receive it due to a breach of this Agreement or any other agreement.
 - b. If, subsequent to the receipt thereof under this Agreement,
 - a. it is published by the Party furnishing it or is disclosed by the Party furnishing it to others, without restriction, or
 - b. it has been lawfully obtained by the Party receiving it from other sources, provided such other source did not receive it due to a breach of this or any other Agreement, or
 - c. if such information otherwise comes within the public knowledge or becomes generally known to the public.Neither the execution and delivery of this Agreement, nor the furnishing of any proprietary information by either Party shall be construed as granting to the other Party either expressly, by implication, estoppel, or otherwise, and license under any invention or patent, hereafter owned or controlled by the Party furnishing same. Notwithstanding the expiration of the other portions of this Agreement, the obligations and provisions of this Article shall continue for a period of sixty (60) months from the date of this Agreement. This Article shall be subject to any non-disclosure or other contractual obligations between the Parties.
11. All communications relating to this Agreement shall be directed to the specific person designated to represent each Party. Each of the Parties to this Agreement shall appoint one technical and one contract representative. These appointments shall be kept current during the period of this Agreement. Communications which are not properly directed to the persons designated to represent the Parties shall not be binding upon the Parties. The technical and contract representative for the Vendor is Sean Crain, President/CEO. The Customer shall identify their representative(s).
12. The effective term of this Agreement is the duration of the project to complete the scope of work specified in the Proposal.

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13. During the term of this Agreement, both Parties agree to refrain from soliciting or employing staff members in the other Party's current employment. This clause does not apply to former employees who may have physically separated or terminated employment with the other Party.
14. This Agreement contains the entire Agreement of the Parties and cancels and supersedes any previous understanding or Agreement related to this Agreement, whether written or oral other than Agreements related to the non-disclosure of confidential information. All changes or modifications to this Agreement must be agreed to in writing between the Parties. Should any provision or section of this Agreement be found to be unenforceable for any reason, the remainder of the Agreement will remain in effect.
15. Personnel supplied by Vendor are not Customer's employees or agents, and Vendor assumes full responsibility for their acts. With respect to such personnel, Vendor shall have sole responsibility for supervision, daily direction and control, wages and salaries, withholding income taxes, social security, workmen's compensation, disability benefits, and the like.
16. This Agreement shall be governed by and interpreted under the laws of the State of Oklahoma.
17. Both Parties confirm that the individuals signing this Agreement have binding authority on the respective Party they represent.
18. Payment for the solutions and services offered by Vendor as related to this Agreement shall be made by Customer according to the terms stipulated in the Proposal or per previous payment arrangements agreed to between the Parties.
19. If the Customer terminates the Agreement or changes vendor, Customer shall pay Vendor within 5 business days for any work performed, equipment ordered, travel costs, other costs related to the performance of this Agreement, or other project progress made as of the date that written termination notice from Customer is received by Vendor. Vendor will be given a minimum of a 30-day curing period to rectify any specified issues with the work that has been performed prior to the date that the written notice is received by Vendor. Vendor will not be required to refund any payments made in advance to Vendor by the Customer related to this Agreement. If Vendor successfully rectifies any issues deemed to be the cause of the termination notice and Customer still insists on terminating this Agreement, then Customer shall pay Vendor the remaining balance of the project total within 15 days of written termination notice being received by Vendor.
20. Customer does hereby release, waive, discharge, and covenant not to sue the Vendor and its respective directors, officers, employees, agents, and representatives from any and all actions, claims, or demands that Customer and its employees now have or may have in the future for any loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of any Customer employee that are the result of a Customer employee's negligent, unlawful, or faulty actions.
21. Customer agrees to have an authorized representative available upon completion of designated project milestones to inspect and approve the work performed. Customer shall communicate any issues or concerns that would result in the work not being approved during the inspection. If Customer waives the right or refuses to inspect the work performed, then the work will be considered acceptable. Vendor is not responsible for delays caused by Customer not being available to perform inspection or other Customer responsibilities.
22. Vendor shall provide all tools and equipment needed to perform the scope of work unless the Proposal stipulates that the Customer will be providing some of the needed tools or equipment.
23. Vendor is not responsible for items that get discontinued by manufacturers, but shall work with Customer to identify an acceptable replacement if an issue with discontinued items arise during the project.
24. Customer shall provide timely, physical access to Vendor to areas where work will be performed.
25. The geographic location of the work to be performed will be the designated Customer site(s).
26. Customer shall promptly notify Vendor if any provided equipment is found to be inoperable or defective. Vendor is not responsible for defective or malfunctioning equipment that is out of warranty, not provided and installed by Vendor, or the result of one of the scenarios detailed below.
 - a. Repair of damage resulting from unauthorized service not recommended by Vendor or the original manufacturer.
 - b. Repair of damage resulting from the Customer or an authorized agent of Customer making changes, adding or removing accessories, attachments or other devices not in accordance with Vendor guidelines or the manufacturer's specifications and/or recommendations.
 - c. Equipment not covered by this Agreement.
 - d. Service to bring any equipment into compliance with any law, rule or regulation of any government authority having jurisdiction or any provision of any applicable insurance policy, or service to correct any health hazard.
 - e. Repair of damage due to neglect or use of equipment for purposes other than that for which it is designed.
 - f. Vandalism by either an employee of Customer or unidentified source.
 - g. Acts of God, including, but not limited to fire, hail, ice, wind, or rain.
 - h. Damage caused by sources outside of the control of Vendor, such as water damage to internal equipment in server closets, improper or lack of environmental control, or other problems caused by operating the equipment outside the parameters specified by the manufacturer.
27. **MANDATORY ARBITRATION. PLEASE READ THIS SECTION (REFERRED TO AS THE "ARBITRATION PROVISION") CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**
 - a. Application. Upon demand, and except as otherwise provided in the paragraph labeled "Exceptions" below, Customer and Vendor must arbitrate individually any dispute or claim arising from or related to this Agreement including, but not limited to, claims of a breach of contract, claims based on regulatory law, a claim that a tort was committed, or any claim based on

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- any other legal theory. This requirement to arbitrate applies to any claim regardless of whether the claim is based on events occurring before or after the signing of this Agreement and includes claims based on advertisements, promotions, or oral or written statements related to the account, goods or services that are the subject of this Agreement. Upon demand, the validity, enforceability or scope of this Arbitration Provision or this entire Agreement shall be determined by arbitration.
- b. Starting Arbitration. If Customer or Vendor elects to arbitrate a claim, the electing Party must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, Customer's notice must be sent to 16232 Muirfield Pl, Edmond, OK 73013 and Vendor's notice must be sent to the most recent address for Customer in Vendor's files.
 - c. Location of Arbitration and Procedures. Arbitration will be in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Oklahoma City, Oklahoma.
 - d. Exceptions. Vendor reserves the right not to require Customer to arbitrate: (1) any individual case brought by Vendor in small claims court, so long as it remains an individual case in small claims court; or (2) any claim by Vendor that only involves Vendor's effort to collect money Customer owes Vendor. However, if Customer responds to a collection lawsuit by claiming that Vendor engaged in any wrongdoing, Vendor may require Customer to arbitrate.
 - e. Severability. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it should not invalidate the remaining portions of this Arbitration Provision.

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