

AGREEMENT

This Agreement ("Agreement") is entered into as of the 6th day of November, 2013, between the City of Norman, Oklahoma, a municipal corporation ("CITY") and RFIP SECURITY, Inc. ("RFIP").

WITNESSETH:

WHEREAS, CITY desires to install a networked building access control system for the City of Norman Investigation Facility (the "Project") and requested quotes from at least three vendors for the same;

WHEREAS, RFIP submitted the lowest quote for the Project; and

WHEREAS, CITY desires to enter into this Agreement with RFIP to accomplish the installation of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- I. Contract Documents.** The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:
 - A. This Agreement.
 - B. RFIP'S Proposal for the City of Norman Investigation Facility Genetec Access Control (Quotation No. AAAQ4259), attached hereto as Exhibit A.
 - C. In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" have the first priority and Contract Document "B" having the last priority.

- II. Scope of Work.**
 - A. Provide and install City of Norman Investigation Center with the following software: Genetec Security Center Base Package with the Active Directory Integration, Genetec Synergis Professional Package, and the Import Tool.
 - B. Install and program access control on fourteen (14) total doors within the facility, seven (7) mag-lock doors, and seven (7) additional doors. Seven (7) of the allotted access control doors will have mag-locks with the required push-to-exit devices. This includes door contacts, REX PIR

devices, and cable to all fourteen (14) doors. This also includes fourteen (14) RP40 multiclass readings and fourteen (14) HID EVO EH400-K standard door controllers needed for each door.

- C. RFIP will provide, install, terminate, and program all equipment provided by RFIP for a complete and functional system.
- D. RFIP will coordinate a full project plan with CITY upon completion of the Project.
- E. All work will be done in accordance with project specifications unless changes are approved in writing in advance by the Project Manager for the CITY.

III. Payment Terms.

CITY agrees to pay RFIP for all necessary supplies, materials and equipment in accordance with Quotation No. AAAQ4259 attached as Exhibit A and necessary for the Project as follows: If the work is performed over more than one month, RFIP will invoice CITY each month for materials, equipment, and supplies purchased during the previous month. If the work is completed in less than one month, CITY agrees to pay RFIP in full after the work has been performed within thirty (30) days of being invoiced. For costs related to installation, CITY agrees to pay RFIP within thirty (30) days of being invoiced, provided such invoice shall only be issued upon CITY'S final acceptance of the Project.

IV. Warranty.

- A. For a period of one (1) year commencing at the earlier of substantial completion of the Project, or first beneficial use ("Warranty Period"):
 - i. That the work performed under this Agreement will be of good quality;
 - ii. That all equipment will be new unless otherwise required or permitted by this Agreement;
 - iii. That the Project will be free from defects not inherent in the quality required or permitted; and
 - iv. That the Project will conform to the requirements of this Agreement.
- B. In the event the warranty provided herein is breached by RFIP, RFIP shall remove, replace, and/or repair at its own expense any defective or improper work discovered within the Warranty Period.

- C. Any equipment or products installed by RFIP in the course of completing the Project shall carry such warranty as is provided by the manufacturer thereof, which RFIP hereby assigns to CITY. Upon request of CITY, RFIP shall use all reasonable efforts to assist CITY in enforcing any such third party warranties.

- V. **Force Majeure.** Neither CITY nor RFIP shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control (“Force Majeure”) and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, power failure, installation of incompatible equipment, lightening or source current fluctuations. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonable necessary to overcome the effect of the delay.

- VI. **Indemnification and Liability.** The RFIP agrees to defend, indemnify, and hold harmless the CITY, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys’ fees and accountants’ fees) caused by an error, omission, or negligent act of the RFIP in the performance of services under this Agreement. CITY agrees to defend, indemnify, and hold harmless the RFIP, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including attorneys’ fees and accountants’ fees) caused by an error, omission, or negligent act of the CITY in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The RFIP and the CITY each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by CITY or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the RFIP shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the CITY of any action, right, or remedy otherwise available to CITY at common law.

- VII. **Insurance.** Proof of the following insurance shall be provided by RFIP prior to commencing work under this Agreement:
 - A. Public liability insurance with a limit of not less than \$100,000 per person and \$300,000 per occurrence.

- B. Property damage insurance with a limit of not less than \$50,000 per person and \$100,000 per occurrence.
- C. Workers' Compensation insurance as required by Oklahoma law.

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K-1314-92

EXHIBIT A
RFIP QUOTE # AAAQ4259



RFIP, Inc.
 100 W. Wilshire Blvd - Suite C4 - Oklahoma City, OK 73116
 Phone: (405) 286-0928 - Fax: (405) 286-0656

QUOTE

Date	Quote #
09/17/13	AAAQ4259

Bill To: City of Norman
 Robert Gruver
 United States

Phone: (405)217-7746
Fax:

Ship To: City of Norman
 Robert Gruver
 United States

Phone: (405)217-7746
Fax:

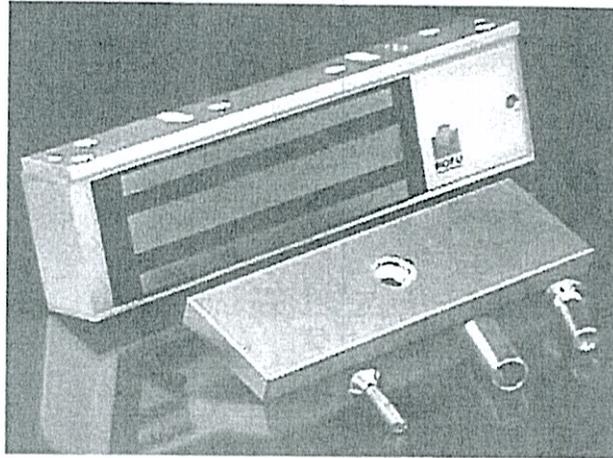
Terms	Rep	P.O. Number	Ship Via
Net 30	bcottle		Ground

Qty	Part #	Description	Unit Price	Ext. Price
City of Norman Police Department - Genetec Access Control				
Genetec Security Center Software				
1	GSC-Base-5.2	Genetec Security Center (GSC) Base Package - Version 5.2 which includes: 1 Directory, 5 Security Desk client connections, Plan Manager Basic for 3 maps and 30 entities, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, Email Support, Macros Support (actual macros sold separately), all supported languages. Must purchase a Synergis, Omnicast, or AutoVu base package to enable access control, video, or LPR content respectively.	\$0.00	\$0.00
1	GSC-1AD-USCH	Security Center Active Directory Integration (users and cardholders). Enables Windows user accounts to be linked to Security Center user and Synergis cardholder accounts. Only available with Professional or Enterprise packages (Synergis and/or Omnicast) or AutoVu Standard package. Includes 1 connection to an Active Directory server.	\$2,692.31	\$2,692.31
1	GSC-Sy-P	GSC Synergis Professional Package software which includes: 1 Access Manager. Max. 256 readers, Max. 2 Access Managers, Max. 10 clients, Badge Designer.	\$2,692.31	\$2,692.31
1	GSC-Sy-P-IMP	Import Tool (import cardholder and credential data)	\$769.23	\$769.23
14	SMA-RDR-P-1Y	SMA for 1 Synergis Pro Reader - 1 year [16 connections(s) x 1 year]	\$17.69	\$247.66
Access Control Door Controllers and Readers				
14	Sy-82000CKE1A	E1A EDGE EVO EH400-K Standard Controller. Single door, IP-based controller for Host-based systems. Single physical package. Door inputs/outputs are 4 external inputs, 2 outputs; on-board optical tamper (standard mount). One Wiegand/Clock-and-Data reader interface. Hi-O compliant. For use indoor or outside in weatherproof enclosure. US singlegang, US double-gang or EU/APAC 60mm mount.	\$365.38	\$5,115.32

Qty	Part #	Description	Unit Price	Ext. Price
14	920PTN	multiCLASS SE RP40 Contactless Smart Card Reader, Wall Switch, with Prox, Standard and SIO 13.56 Interpreter (standard iCLASS and SE credentials are supported), Wiegand Doors Requiring Mag-Locks - Doors 1006, 1028, 1050, 1121, 1071, 1116, 1020A - (7 Doors Total) - Note: Only securing the active leaf of Door 1050)	\$175.58	\$2,458.12
7	8011LC20993	ROFU 1200 lb Maglock	\$205.13	\$1,435.91
7	5215-SPBXFT-XE1	Dortronics Request to Exit Button w/ 30 timer	\$79.94	\$559.58
7	1078W-N	UTC 1" diameter Recessed Steel Door Doors Requiring Electrified Strikes - Doors 1003, 1039, 1168A, 1068B, 1079(Corridor East Exit), 1100(Corridor Outside Door), 1102(Hallway into Property) - 7 Total Doors. **This equipment, as shown in the final hardware schedule, will be provided and installed by the GENERAL CONTRACTOR.**	\$8.15	\$57.05
3	DS160	Bosch Request to Exit PIR - (These are only required on the doors that do not request to exit in the push pad.)	\$69.68	\$209.04
7	1078W-N	UTC 1" diameter Recessed Steel Door	\$8.15	\$57.05
1	/MISC	RFIP Security - MISC Door Hardware, Cable, Connectors, etc.	\$2,251.46	\$2,251.46
1	/INSTALL	RFIP Security Installation and Programming	\$8,296.30	\$8,296.30
			SubTotal	\$26,841.34
			Sales Tax	\$0.00
			Shipping	\$247.30
			Total	\$27,088.64



ROFU[®] MAGNETIC DOOR LOCKING DEVICE MODEL 8011-LC FOR SINGLE DOOR



STANDARD FEATURES

- Holding Force: 1500 lbs. (675 Kg.)
- Easy Installation: Versatile mounting bracket for new and existing doors and frames.
- Fail Safe: Releases instantly when power is disconnected. No residual magnetism.
- Fail Alarm: May be released upon activation of fire alarm.
- Housing: Attractive, heavy duty, anodized extruded aluminum
- Voltage: 12VDC or 24VDC
- Current Draw: 415 mA at 12 VDC
215 mA at 24 VDC
- Mounting hardware included with unit for outswinging doors. Optional Z-Bracket required for inswinging doors.
- Limited Lifetime Warranty

SPECIFICATIONS

- Magnet Size: 10¹/₂" x 2⁵/₈" x 1⁵/₈" (LxHxW)
(268 x 68 x 42 mm)
- Armature Size: 7¹/₄" x 2³/₈" x 5⁵/₈" (LxHxW)
(190 x 60 x 16 mm)
- Finish: xUS28 or xUS40

OPTIONAL FEATURES

- Time Delay — A timing chip is added to the PC Board and a 0-30 second adjustable switch can be set with a screwdriver to get the desired "door open" time. Specify 8011-LC-TD.

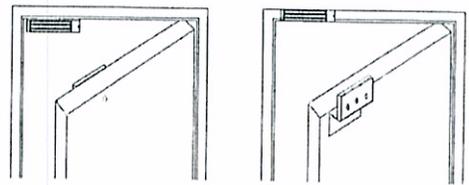
OPTIONAL ACCESSORIES

- Accessories: Filler Plates, L-Brackets, Glass door mounting aids, Z-Brackets for inswinging doors & spacers.

TECHNICAL DATA SUBJECT TO CHANGE WITHOUT NOTICE

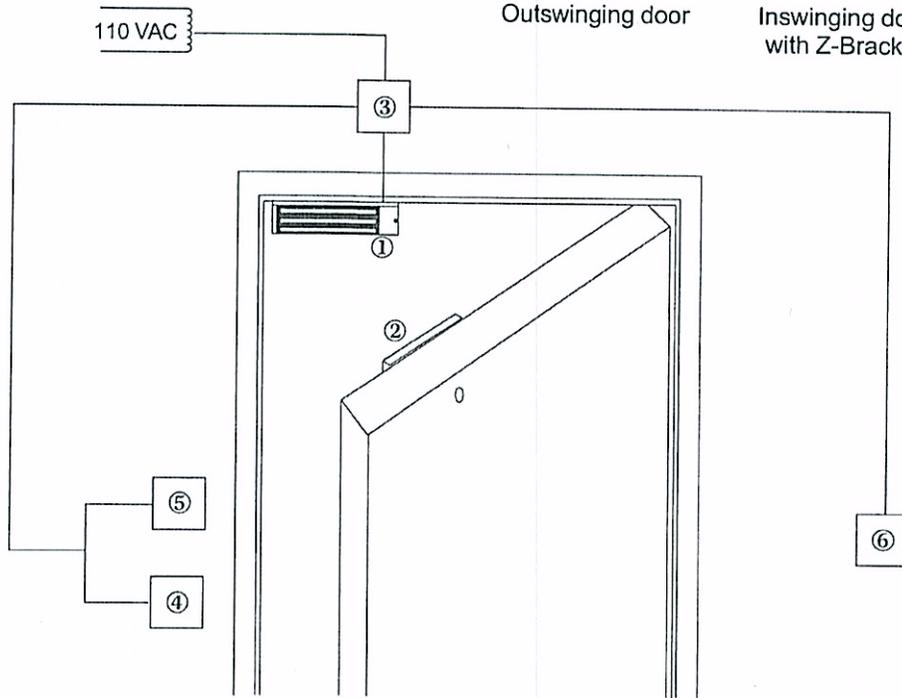


TYPICAL INSTALLATION ROFU[®] MODEL 8011-LC

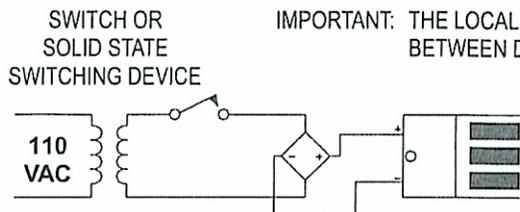


Outswinging door

Inswinging door with Z-Bracket

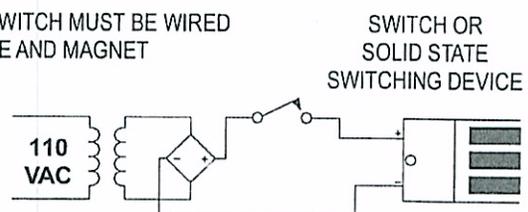


- 1 ROFU Magnet 8011-LC
- 2 Armature plate
- 3 DC power supply
- 4 Access Controls - key switch
- 5 Request to exit button
- 6 Remote release



WRONG

IMPORTANT: THE LOCAL ON/OFF SWITCH MUST BE WIRED BETWEEN DC SOURCE AND MAGNET



RIGHT

NOT TO SCALE - TECHNICAL DATA SUBJECT TO CHANGE WITHOUT NOTICE

IN WITNESS WHEREOF, this Agreement is entered into the 16th day of November, 2013.

RFIP TECHNOLOGIES, INC.

By: [Signature]

Name: Aaron Hallmark

Title: President

Attest: [Signature]

(Corporate Seal)

CITY OF NORMAN, OKLAHOMA

By: _____

Name: Cindy S. Rosenthal

Title: Mayor

Attest: _____

City Clerk

(Seal)

Approved as to form and legality this _____ day of _____, 2013.

City Attorney