

# City of Foley

Project Location  
**City of Foley**  
407 East Laurel Avenue  
Foley, AL 36535

## Elevator Cameras

Proposal No.: 101532.2  
Tuesday, October 25, 2022

Prepared For  
**Randy Cathers**  
IT Services



705 Oak Circle Dr. W #91209  
Mobile, AL 36691  
AL — Alarm: 1090 | LA — Alarm: F175 | MS — Alarm: 15024700



J&R Systems Integrators DBA Security 101 Mobile  
705 Oak Circle Dr. W #91209  
Phone: 251-471-4323  
Fax: 251-471-9711  
Website: [www.Security101.com](http://www.Security101.com)

Tuesday, October 25, 2022

Randy Cathers  
City of Foley  
407 East Laurel Avenue  
Foley, AL 36535

Re: Elevator Cameras

Dear Randy Cathers:

Thank you for allowing Security 101 the opportunity to present this proposal for your consideration. This proposal is based on our discussions, meetings, site surveys, and bid documents created by your organization.

Our company is uniquely qualified to provide the installation and service required for the above referenced security system. Security 101 has an established track record of installing and maintaining similar systems as well as meeting strict time schedules and budget requirements.

Our engineering and project management staff have worked together with me to create this proposal. This team will be prepared to deliver your installation in an organized and professional manner. Our installation crews and service technicians will be uniformed, trained, and in company stocked vehicles.

Finally, although most of the work to be done will be executed by other team members, I will be committed to monitoring the process and making sure that your system meets or exceeds your expectations.

John Gibson  
Owner  
[jgibson@security101.com](mailto:jgibson@security101.com)  
Cell Phone: 251-295-2760

Customer to provide installed rg 59 siamese 18x2 wire to the location of the camera, to a POE switch connection within 300ft of camera.

## Video System

### IP Cameras

#### Elevator Camera 1

Camera to View: elevator

Customer to have cable ran and terminated in the back corner of the elevator, cable will be ran all the way back to the POE switch within 300ft of camera. Wire, switch, and path back to server will be provided by customer before the installation.

|                    |   |                                                                                                                                          |
|--------------------|---|------------------------------------------------------------------------------------------------------------------------------------------|
| IP Interior        | 1 | M3086-V W/DLPU IK08 4MP<br>( <i>AXIS COMMUNICATIONS INC – 02374-001</i> )                                                                |
| IP Camera License  | 1 | GSC Omnicast Professional single camera connection software.<br>( <i>Genetec – GSC-Om-P-1C</i> )                                         |
| Camera SSA         | 1 | ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)<br>( <i>Genetec – ADV-CAM-P-1Y</i> )                                |
| Protocol Convertor | 1 | Pair of Ethernet over COAX adapters that enable use of COAX cables for PoE applications<br>( <i>AXIS COMMUNICATIONS INC – 5026-401</i> ) |

#### Elevator Camera 2

Camera to View: elevator

Customer to have cable ran and terminated in the back corner of the elevator, cable will be ran all the way back to the POE switch within 300ft of camera. Wire, switch, and path back to server will be provided by customer before the installation.

|                    |   |                                                                                                                                          |
|--------------------|---|------------------------------------------------------------------------------------------------------------------------------------------|
| IP Interior        | 1 | M3086-V W/DLPU IK08 4MP<br>( <i>AXIS COMMUNICATIONS INC – 02374-001</i> )                                                                |
| IP Camera License  | 1 | GSC Omnicast Professional single camera connection software.<br>( <i>Genetec – GSC-Om-P-1C</i> )                                         |
| Camera SSA         | 1 | ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)<br>( <i>Genetec – ADV-CAM-P-1Y</i> )                                |
| Protocol Convertor | 1 | Pair of Ethernet over COAX adapters that enable use of COAX cables for PoE applications<br>( <i>AXIS COMMUNICATIONS INC – 5026-401</i> ) |

| Qty. | Part Description<br>(Manufacturer – Part Number)                                                                                | Unit Price | Extended Price | Discount Amount | Final Price       |
|------|---------------------------------------------------------------------------------------------------------------------------------|------------|----------------|-----------------|-------------------|
| 2    | M3086-V W/DLPU IK08 4MP<br>(AXIS COMMUNICATIONS INC – 02374-001)                                                                | \$505.75   | \$1,011.50     | (\$222.52)      | \$788.98          |
| 2    | Pair of Ethernet over COAX adapters that enable use of COAX cables for PoE applications<br>(AXIS COMMUNICATIONS INC – 5026-401) | \$563.48   | \$1,126.96     | (\$247.94)      | \$879.02          |
| 2    | ADV-CAM-P-1Y (Genetec™ Advantage for 1 Omnicast Pro Camera – 1 year)<br>(Genetec – ADV-CAM-P-1Y)                                | \$43.05    | \$86.10        | (\$18.94)       | \$67.16           |
| 2    | GSC Omnicast Professional single camera connection software.<br>(Genetec – GSC-Om-P-1C)                                         | \$241.50   | \$483.00       | (\$106.26)      | \$376.74          |
|      |                                                                                                                                 |            |                |                 | <b>\$2,111.90</b> |

Customer to provide installed rg 59 siamese 18x2 wire to the location of the camera, to a POE switch connection within 300ft of camera.

**Bill to:** City of Foley  
407 East Laurel Avenue  
Foley, AL 36535

**Ship to:** Attn: Randy Cathers  
City of Foley  
407 East Laurel Avenue  
Foley, AL 36535

| Video System TOTALS |            |
|---------------------|------------|
| INSTALLATION        | \$880.00   |
| PROGRAMMING         | \$97.50    |
| TESTING             | \$110.00   |
| TRAINING            | \$0.00     |
| ENGINEERING         | \$0.00     |
| PROJECT MANAGEMENT  | \$0.00     |
| GENERAL MANAGEMENT  | \$0.00     |
| EQUIPMENT           | \$2,111.90 |
| MATERIALS           | \$0.00     |
| WARRANTY            | \$216.90   |
| SHIPPING            | \$24.00    |
| EXPENSES            | \$0.00     |
| EQUIPMENT RENTAL    | \$0.00     |
| SUBCONTRACTORS      | \$0.00     |
| TOTAL INVESTMENT    | \$3,440.30 |

| GRAND TOTALS       |            |
|--------------------|------------|
| INSTALLATION       | \$880.00   |
| PROGRAMMING        | \$97.50    |
| TESTING            | \$110.00   |
| TRAINING           | \$0.00     |
| ENGINEERING        | \$0.00     |
| PROJECT MANAGEMENT | \$0.00     |
| GENERAL MANAGEMENT | \$0.00     |
| EQUIPMENT          | \$2,111.90 |
| MATERIALS          | \$0.00     |
| WARRANTY           | \$216.90   |
| SHIPPING           | \$24.00    |
| EXPENSES           | \$0.00     |
| EQUIPMENT RENTAL   | \$0.00     |

|                  |            |
|------------------|------------|
| SUBCONTRACTORS   | \$0.00     |
| TOTAL INVESTMENT | \$3,440.30 |



## Limited Warranty; Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and installation labor rendered as part of the Work against defects in materials for a period of sixty (60) months and labor for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. If the preponderance of the agreement is paid to Security 101, it is understood that it can and will take the place of any release of obligation for Security 101. The repair or replacement shall constitute Customer's sole remedy against Security 101.

2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NON FUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.

3. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

## Limitation of Liability.

4. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.

5. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

## Indemnification.

6. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. If the preponderance of the agreement is paid to Security 101, it is understood that it can and will take the place of any release of obligation or lack thereof for Security 101. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance

company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

Design Development, Programming, Drawings, Ownership, and Software Licence(s)

7. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.

8. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, Security 101 shall:

- (i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and
- (ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed two (2) hours. Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.

9. Drawings.

(i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.

(ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.

10. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.

11. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

12. An administration increase of 3% will be applied for all credit card transactions.

### **Video System Terms & Conditions**

13. A dedicated circuit is recommended for the CCTV system, but not included.

14. Current and future lighting requirements are the responsibility of others.

15. Appropriate furniture or shelving for CCTV recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

### **Additional Terms & Conditions**

Installation

16. An administration increase of 3% will be applied for all credit card transactions.

17. All required installation documents are included.
18. Installation of all required equipment and materials with on-site supervision of project is included.
19. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
20. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
21. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
22. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
23. Client to provide and coordinate 110 VAC electrical service where needed.
24. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
25. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

#### Changes in Scope of Work

26. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

#### Permits/Bonding/Sealed Engineered Drawings

27. Permits, bonds, and other requirements by any government agency are not included.

#### Miscellaneous

28. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.
29. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
30. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
31. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

For the amount of **\$3,440.30** (tax not included)

This proposal dated Tuesday, October 25, 2022 is valid until Thursday, November 24, 2022

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

### Payment Terms

50% upon Deposit

50% upon Job Complete

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

### Licenses

AL — Alarm: 1090 | LA — Alarm: F175 | MS — Alarm: 15024700

City of Foley

J&R Systems Integrators DBA Security 101 Mobile

\_\_\_\_\_  
Authorized Customer Signature (date)

\_\_\_\_\_  
Authorized Security 101 Signature (date)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Purchase Order Number