

(800) 508-6981

"the best possible customer experience"

Statement of Work & Agreement for Equipment & Services



County of El DoradoSouth Lake Tahoe DA Office

SSI Regional Account Manager:

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Proiect #40-007183 v3

March 10, 2025



PROPRIETARY INFORMATION

This proposal includes data that shall not be disclosed outside the customer's organization and shall not be duplicated – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the customer shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the customer's right to use information contained in this data if it is obtained from another source without restriction. The entirety of this document is subject to this restriction, including the appendixes.



OVERVIEW

The County of El Dorado (client) has requested Surveillance Systems Incorporated (SSI) to provide a proposal to install a new Verkada Access Control System and new Verkada Intrusion System at the South Lake Tahoe DA Office.

The system will have a 10-year camera warranty and a 10-year software license for both the Access Control and Intrusion systems.

SCOPE OF WORK

Access Control System

- 1. SSI will provide and install four (4) Verkada Card Readers which will replace the existing Sonitrol Card Readers at the following locations:
 - a. Rear Entrance Door
 - b. DA Office to CAC Hallway
 - c. Main Lobby to CAC Hallway
 - d. Main Lobby to DA Office
 - e. SSI will repurpose the existing Category cable.
 - i. SSI will terminate the client provided and installed cable runs.
- 2. SSI will provide and install one (1) Verkada Card Reader on the following location:
 - a. From the Main Entrance door to the Lobby.
 - b. SSI will provide and install Cat6 cable from reader back to the control panel.
 - c. Electronic hardware will be provided and installed by others.
- 3. SSI will provide and install two (2) door controllers w/battery back-up
 - a. The panel will be mounted in the existing MDF room.
- 4. SSI will provide required initial programming configuration for up to five (5) door locations.
 - a. This includes programming for companies and clearance/permission codes.
 - i. The client will input all current and future employees with required credential information utilizing the created company/clearance codes.
- 5. SSI will reroute existing cable to new data closet location.

Intrusion System

- 1. SSI will provide and install one (1) Verkada BP52HWNA Alarm Panel, 32-Zone. in the room where the existing Sonitrol Panel is located.
 - a. To be installed in the existing MDF room.
 - b. Panel will replace the existing alarm panel.
 - c. All existing zone cables will be terminated on the new Verkada panel.
- 2. SSI will provide and install four (4) Verkada Verkada BR11HW Motion Sensors.
 - a. Sensors will replace the existing motion sensors.



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- b. Sensors will be connected to the existing cable.
- 3. SSI will provide and install four (4) Verkada BR12HW Door Contacts Sensors.
 - a. Sensors will replace the existing door contact sensors.
 - b. Sensors will be connected to the existing cable.
- 4. SSI will provide and install one (1) Verkada BK22HW Alarm Keypad, 7" LED Touchscreen
 - a. Keypad will replace the existing keypad.
 - b. The keypad will be connected to the existing cable.
- 5. SSI will provide and install one (1) Verkada ACCBX200WHW Back-up Battery
- 6. SSI will provide and install one (1) Verkada ACCCELLLLTE2 Cellular Back-up Communicator
- 7. SSI will provide and install one (1) Verkada LICBXMA10Y 10-year Alarm License.
- 8. SSI will provide and install one (1) Verkada LICBXCEL10Y Cell Back-up License.
- 9. SSI will reroute existing cable to a new data closet location.



RESPONSIBILITIES OF THE CLIENT

- 1. Provide access to all areas where installation activities are necessary.
- 2. If needed, provide authorized dedicated security escort(s) for duration of the project.
- 3. Disposal of any equipment that was removed during the installation process.
- 4. Provide adequate storage for all equipment as it is delivered to the property.
- 5. Provide dedicated 110V 20A UPS circuits for the system and provide necessary cooling to maintain proper equipment operating temperatures.
- 6. Provide fully functional existing cable for from reader locations to the MDF/door controller locations.
- 7. Provide fully functional existing cable for each motion sensor and door contact location.
- 8. Provide clear cable pathways as required.
- Provide and install required door hardware, lock hardware, strikes, hinges, maglocks, rex units, contacts, door position switches, etc.
- 10. Provide network ports and infrastructure for connectivity to support equipment. This includes any required fiber and ethernet connectivity.
- 11. Provide a system spreadsheet to facilitate the programming process.
- 12. Provide required wall space with required power for enclosures.
- 13. Provide required employee input and programming for permissions/clearance codes for each employee.
- 14. Assist in the identification of any existing cabling or equipment that may be reused during this project.
- 15. If needed, provide a project dedicated man-lift. Notify SSI if it is preferred that SSI provide the lift at an additional rental charge.
- 16. Provide a clean and clear work environment.

Note: This proposal does not include the troubleshooting, relocation, replacement, or repair of any of the existing cameras, cable, and equipment.

Note: Any work outside of the scope of this project will result in a change order that will be mutually agreed upon between the Client and SSI. Depending on the work necessary, the Change Order may include charges for the cost of additional equipment/materials, additional labor and associated travel expenses.

Note: If client utilizes or requires hardware / platform virtualization or hypervisor management in any form, including but not limited to; VMware, Citrix, Xen, Hyper-V, RHEV, and the like, then client assumes complete responsibility over all troubleshooting, support, configuration, implementation, administration, and operations including related costs and liabilities.

Note: Any waiting or idle time caused by the client not having their responsibilities completed before the commencement of and/or during the project will be charged as additional labor hours.

Acknowledgement & Acceptance of Responsibilities of the Client:		
Print:		
Sign:		



BILL OF MATERIALS

No.	Description	Qty	Price	Extended
	ACCESS CONTROL AND LICENSES			
VEK AC42HW	DOOR CONTROLLER,PNP,4 DOORS,CL	2	1,439.00	2,878.00
VEK ACCBAT4AH	BACKUP BATTERY	2	103.00	206.00
VEK AD34HW	CARD READER,MULTI-FORM,REQ RS-	5	279.00	1,395.00
VEK LICAC10Y	10 YEAR DOOR LICENSE	5	1,599.00	7,995.00
	INTRUSION SYSTEM AND LICENSES			
VEK BP52HWNA	ALARM PANEL,32-ZONE,12V AUX PO	1	635.00	635.00
VEK BR11HW	BR11 WIRED MOTION SENSOR	4	79.00	316.00
VEK BR12HW	BR12 WIRED SURFACE MNT DR SEN (5PK)	1	79.00	79.00
VEK BK22HW	ALARM KEYPAD,7"LED TOUCHSCRN,P	1	319.00	319.00
VEK ACCCELLLTE2	CELLULAR BACKUP COMMUNICATOR,U	1	279.00	279.00
VEK ACCVBX200WHW	UPS,25.6V/7.9AH CAPACITY,LITHI	1	159.00	159.00
VEK LICBXMA10Y	VIDEO ALARM LICENSE,10YR	1	12,000.00	12,000.00
VEK LICBXCEL10Y	CELL BACKUP LICENSE,10YR	1	2,159.00	2,159.00
	CABLE MATERIALS			
W/P 254246BL500	500FT CAT6 PLENUM BLUE CABLE	1	159.00	159.00
SSI 31D0580HD	CAT6 RJ45 CON SOL&STR 100 PCS	1	44.00	44.00
RHI 18489	LABEL TAPE,3/4",NYLON,WHITE,DY	1	40.00	40.00
W/P 2542446BL	1000' CAT6 PLN BLUE CBL	1	300.00	300.00
LEV 61110RY6	CAT6+ JACKS,YELLOW,EACH,EXTREM	4	11.00	44.00
	PROJECT BREAKDOWN			
	EQUIPMENT			\$ 6,853.00
SALES TAX - 8.75%		\$ 599.64		
FREIGHT		\$ 229.00		
SOFTWARE LICENSING		\$ 22,154.00		
LABOR		\$ 6,840.00		
EXPENSES travel, lodging, per diem, misc. materials		\$ 1,940.00		
	TOTAL			\$ 38,615.64



PAYMENT SCHEDULE

PAYMENT DESCRIPTION	Payment Milestone	PAYMENT AMOUNT
DOWNPAYMENT	Contract Signed	\$19,308.64
FINAL INVOICE	Upon Completion	\$19,307.00
Total: Includes 8.75% sales tax of \$599.64.		\$38,615.64

^{***}Pricing is valid for 30 days due to supply chain and market variability***

CONTACT INFORMATION OF AUTHORIZED CLIENT REPRESENTATIVES

Client Accounting Representative	Client Project Representative		
Name	Name		
Title	Title		
Phone	Phone		
Email	Email		



AGREEMENT

This Agreement, inclusive of the Scope of Work herein ("<u>Agreement</u>"), entered into as of the Date of Acceptance as indicated in the signature block below ("<u>Effective Date</u>"), is made between Surveillance Systems Incorporated, a California corporation ("<u>SSI</u>") and County of El Dorado ("<u>Client</u>"). SSI and Client are sometimes collectively referred to herein as the "<u>Parties</u>" and separately as a "<u>Party</u>."

BACKGROUND

SSI sells and installs various electronic safety products and Client wishes to purchase products and services offered by SSI. Accordingly, intending to be legally bound, the Parties hereto agree as follows:

- 1. Purpose. Client shall purchase from SSI the Equipment and Labor described in the Statement of Work herein.
- 2. Purchase Orders. Any purchase order issued by Client to SSI will be governed by the terms and conditions of this Agreement. Any additional or different terms sent by either Party, whether by invoice, order acknowledgement or otherwise, will be excluded unless mutually agreed upon in writing. SSI shall promptly inform Client of any delays that may jeopardize the fulfillment of commitments embodied in a purchase order hereunder.
- 3. Shipping. Shipping terms from SSI are F.O.B. Equipment shipping point. Shipping, packing and insurance costs will be borne by Client and will be listed as a separate item on the invoice provided by SSI to Client. Title and risk of loss, destruction or damage to Equipment shall pass to Client upon delivery of Equipment to the carrier for further delivery to a Client Site or any SSI site, except that in the case of deliveries to any Native American Sovereign Tribal Lands, such title and risks shall pass to Client upon to delivery to such Native American Sovereign Tribal Land sites.

4. Limited Warranty

- **4.1. Equipment.** All equipment, materials, parts, components, and peripheral equipment ("Equipment"), described in the Scope of Work and supplied and/or installed by Surveillance Systems INCORPORATED (SSI) pursuant to this Agreement, are warranted to be free of defects under normal use for the period of the manufacturer's written warranty. All assignable manufacturers' warranties applicable to such Equipment will be assigned to the Client upon completion of the installation and sign off of the project. Any extended warranty available from the manufacturer of such Equipment may be made available to the Client. All Equipment warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the Equipment.
- **4.2. Returns.** Client has the right to return any defective Equipment, as determined by SSI, for full credit without any restocking charges, provided such return occurs within the applicable warranty period offered by the manufacturer of such Equipment. Client may not return any defective Equipment to SSI after the warranty period offered by the applicable manufacturer has expired. Acceptance of returns of non-defective, salable-as-new Equipment will be at SSI's sole discretion, and will be subject to a restocking fee equal to 15% of the purchase price charged for such returned Equipment.
- **4.3. Repairs.** Equipment sent to SSI for repair outside of the warranty period will remain the property of Client or its customer, as applicable. No credit will be issued for the returned Equipment, and Client (or its customer) shall bear the cost of repair.
- **4.4. Labor.** All labor and/or services ("Labor"), provided by SSI as described in the Scope of Work and provided pursuant to the attached Agreement, is warranted to be performed in a competent and professional manner, and to be free of defects under normal use for ninety (90) days from the date such Labor is provided.



- **4.5. Limitation of Actions.** SSI shall be relieved of all obligations and liability under this Limited Warranty if Client fails to report the defect, in writing, to SSI within twenty (20) business days after such defect becomes reasonably apparent.
- 4.6. No Other Warranties. The Limited Warranties provided herein are exclusive of, in lieu of, and Client hereby waives, any and all other warranties, guaranties, remedies, or liabilities, express or implied, arising by law or otherwise, including, without limitation, any warranty of merchantability, or fitness for a particular use. This Limited Warranty is only effective upon Client's payment in full of all sums due to SSI pursuant to the Agreement. This Limited Warranty cannot be extended, altered, or voided, except by a written agreement signed by an authorized officer of SSI and Client.
- 5. No Consequential Damages. In no event shall SSI be liable for any incidental or consequential damages arising from or related to any alleged defect in the Equipment and/or Labor. SSI shall have no responsibility for, nor any other liability or warranty for, defects, damages or delays caused by the actions or inactions of persons or entities not affiliated with SSI, or caused by, or attributable to any reason beyond SSI's reasonable control.
- 6. CONFIDENTIALITY. Each Party shall diligently preserve the confidential information or intellectual property of the other, including all such information that is designated as confidential, or that by its nature would reasonably be expected to be kept confidential ("Confidential Information") and shall exercise at least such care as the Party employs to preserve the confidentiality of its own Confidential Information. Confidential Information of a Party does not include information that (a) was known to the Party receiving such Confidential Information prior to the receipt of the Confidential Information from the disclosing Party; (b) was independently discovered, developed, or received by the receiving Party; (c) was generally known to the public prior to disclosure to the receiving Party; or (d) becomes generally known to the public through no fault of the receiving Party.
- 7. Payment Terms. Payment of all amounts due SSI are due when each invoice is rendered. Invoices remaining unpaid after thirty (30) days from the date of the invoice shall bear interest at the rate of one and one-half percent (1.5%) per month. All Equipment supplied in connection with this Agreement shall be deemed to have been delivered at the earlier of the date such Equipment arrives at either (i) the Client site, or; (ii) any SSI site, which shall include the site of any subcontractor of SSI. SSI reserves the right to suspend all work if Client's account becomes materially past due. By executing the attached Agreement, Client also agrees to pay ALL costs incurred by SSI to collect the amounts due SSI, including but not limited to: reasonable legal fees, costs, in-house attorney costs and fees, collection service costs, etc.
 - **7.1. Payment Delays.** If any of the invoicing milestones reflected in the Statement of Work herein are delayed for greater than thirty days for reasons not under the control of SSI, SSI may invoice 33.3% of the scheduled invoicing milestone for each thirty days of delay of such milestone.
- **8. Tax.** All present and future sales, excise, and similar taxes, duties, or other charges on any payments made by Client to SSI with respect to the Equipment or services provided hereunder that are required by any taxing authority shall be paid by Client, or in lieu thereof, Client shall provide SSI with an exemption certificate acceptable to each applicable authority or customs duty authority.
- 9. Condition of Premises. Client shall bear full responsibility for the condition of the building and premises in which said Labor and/or Equipment is to be installed. Client shall make any and all alterations or repairs to said building or premises that are reasonably necessary to accommodate such installation, and shall provide reasonable and adequate access to said premises.
- 10. Amendments. This Agreement may be amended, supplemented or modified only by written agreement of the Parties.
- 11. Binding Effect, Assignment. This Agreement will be binding upon, and inure to the benefit of, Client's and SSI's respective successors and assigns; provided that neither this Agreement nor any of Client's rights, privileges, duties or obligations under this Agreement may be assigned, sublicensed, sold, mortgaged, pledged or otherwise transferred or encumbered by Client without the prior written consent of SSI.

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Any written notice required by this Agreement will be sufficiently made on the mailing date if (a) delivered (i) by personal service, (ii) by recognized international courier service, or (iii) by facsimile transmission and confirmed immediately in writing by a copy sent by recognized international courier service, or (b) when received, if sent by certified or registered mail, postage prepaid, return receipt requested to the following addresses:

If to SSI:

Surveillance Systems Incorporated, Inc. 4465 Granite Drive Suite 700 Rocklin, CA

Fax: 916.771.7297

If to Client:

County of El Dorado Address Placerville, CA 95667 Attention:

Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided herein will be deemed to be receipt of the notice, demand or request sent. By giving to the other Party written notice thereof, the Parties hereto and their respective permitted successors and assigns have the right from time to time and at any time during the term of this Agreement to change their respective addressee or address for notices.

- **12. Applicable Law.** This Agreement will be governed by and construed in accordance with the internal laws of the State of California. The Parties hereby consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Placer County, California for the purposes of adjudicating any matter arising from or in connection with this Agreement.
- 13. Equitable Relief. Each Party acknowledges that the covenants and restrictions contained in this Agreement are reasonable and necessary in order to protect the other Party's legitimate interests, and that any violation of such covenants or restrictions would result in irreparable injuries. Each Party acknowledges that, in the event of any violation of these covenants or restrictions, the aggrieved Party is entitled to temporary and permanent injunctive relief, specific performance, and other equitable relief to enforce the provisions of this Agreement. This provision with respect to injunctive relief, however, does not diminish the right of a Party to claim and recover damages or other remedies in addition to equitable relief.
- **14. Severability.** If any provision of this Agreement is invalid or unenforceable in any circumstances, its application in any other circumstances and the remaining provisions of this Agreement will not be affected thereby.
- **15. Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter thereof. This Agreement supersedes all prior written and oral agreements and all other communications between Client and SSI regarding the subject matter hereof.
- 16. Indemnification; Limitation of Liability. Each party ("Indemnitor") agrees to defend, indemnify and hold harmless the other ("Indemnitee") from and against any and all claims, losses, liabilities or expenses (including without limitation attorney's fees) which may arise, in whole or in part, out of (i) the negligence or willful misconduct of the Indemnitor, its employees or agents or (ii) a breach by the Indemnitor of its obligations under this agreement. In no event, however, shall either party be responsible or liable for any indirect, special, punitive, incidental, or consequential damages, including lost profits, of the other party or any third party. SSI's liability hereunder (including without limitation any obligation of indemnification) shall be limited to the maximum amount payable to Client hereunder.

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Force Majeure. If by reason of labor disputes, strikes, lockouts, riots, war, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions, appropriation or other causes beyond the reasonable control of a party hereto, SSI is unable to perform in whole or in part its obligations as set forth in this Agreement, then SSI shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make SSI liable to Client. SSI shall not be liable for any loss, injury, delay or damages suffered or incurred by Client due to the above causes.

- 17. No Waiver of Breach. Except as otherwise stated herein, failure on the part of either Party to complain of any action or inaction on the part of the other, no matter how long the same may continue, shall never be a waiver by either Party of it rights hereunder. Further, no waiver at any time of any of the provisions hereof shall be construed as a waiver of any of the other provisions hereof and a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of either Party to or of any action or inaction by the other requiring such consent or approval shall not be construed to waive or render unnecessary that Party's consent or approval to, or of, any subsequent similar act by the other.
- **18. Relationship of the Parties.** The Parties are independent contractors. Nothing in this Agreement or in the activities contemplated by the Parties will be deemed to create an agency, partnership, employment or joint venture relationship between the Parties.
- **19. Headings.** Any headings of sections herein are for convenience only and do not affect in any way the scope, intent or meaning of the provisions to which they refer.
- **20. Survival.** Sections 4, 5, 6, 10, 11, 12, 13, 14, 15, 16, 17, 19, 20, and 21 will survive the expiration or earlier termination of this Agreement.
- **21. Counterparts.** This Agreement may be executed in separate counterparts, each of which will be an original and all of which together will constitute one and the same.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

Accepted: County of El Dorado	Agreed to: Surveillance Systems Incorporated, In	
Accepted. County of El Dolado	Agreeu to. Surveillance Systems incorporated, in	ı.

Ву:	Ву:
Title:	Title:
Date:	Date: