

		Job Site:	Historic Seaport Equipment Order
		To:	City of Key West 201 William St Key West, FL 33041
		Attn:	Jonathan Phelps
		Title:	Security System Technician
		Email:	Jonathan.Phelps@CityofKeyWestFL.gov
3/9/2023		Phone:	305-809-3794
32 Key Haven Rd Key West, FL 33040	Total Price:		Prepared By: SurveillanceFlorida@Gmail.com
	\$92,777.75		

Qty	Cat No	Description		
75	ACC7-ENT	Enterprise Camera License	\$227.89	\$17,091.75
75	ACC-ENT-SMT-5YR	5 Year Smart License	\$77.04	\$5,778.00
1	NVR5-PRM-128TB-S19-NA	Network Video Recorder 5th Gen 128TB 2u Rack Mount w/ Windows	\$41,000.00	\$41,000.00
3	24C-H4A-3MH-270	3 x 8MP WDR, Lightcatcher Multihead Camera 270	\$1,850.00	\$5,550.00
16	4.0C-H5A-DO1-IR	4MP Outdoor Rated Dome Camera w/ IR	\$1,000.00	\$16,000.00
4	8.0C-H5A-DP1-IR	8MP Outdoor Rated Dome Pendant Mount Camera w/ IR	\$1,250.00	\$5,000.00
3	H4AMH-DO-COVR1	Outdoor Dome Cover for Multihead Camera	\$140.00	\$420.00
3	H4AMH-AD-IRIL1	Optional IR illuminator ring, up to 30m (100ft)	\$290.00	\$870.00
3	H4AMH-AD-PEND1	Outdoor pendant mount adapter	\$140.00	\$420.00
3	IRPTZ-MNT-WALL1	Pedant w/ Video mount adapter	\$80.00	\$240.00
4	H4A-MT-WALL1	Wall mount bracket for use with H5A/H4A pendant dome cameras	\$52.00	\$208.00
1	S&H	Freight	\$200.00	\$200.00

TOTAL PRICE

\$92,777.75

Notes:

- 1 Bill of materials as provided is from request from city of Key West. No Alterations have been made.
- 2 This proposal is only valid for 20 days, with out written authorization from an Officer.
- 3 This proposal is for Equipment only. **No Labor is included in this quote.**
- 4 Equipment shall be shipped directly from Manufacturer to City.
- 5 Default Shipping Address is 201 William St unless otherwise Specified.
- 6 Product pricing verified 2/21/2023. Please verify pricing is still good before PO is issued.

Thank you for the opportunity, we look forward to working together in the future!

Surveillance Florida LLC
32 Key Haven Rd
Key West, FL 33040

Cell: (305) 924-8576

Project:	Historic Seaport Equipment Order
Customer Reference:	City of Key West
Customer Rep	Jonathan Phelps
Date:	3/9/23
Sale Price:	\$92,777.75

Surveillance Florida LLC Terms and Conditions of Sale

1. **LIMITATION OF WARRANTY:** Purchaser understands that Surveillance Florida LLC is not an Insurer. Subject to the limitations below, Surveillance Florida LLC warrants that the Product as distinguished from Software) be free from defects in material and workmanship under normal use for a period of one year from the date of first beneficial use of all or any part of this Product or 18 months after Product shipment whichever is earlier provided, however, that Surveillance Florida LLC sole liability, and purchaser's sole remedy, under said warranty, shall be limited to the repair or replacement of any Product, or part thereof, which Surveillance Florida LLC determines to be defective at Surveillance Florida LLC sole option and subject to the availability of service personnel and parts, as determined by Surveillance Florida LLC. Surveillance Florida LLC warrants expendable items including, but not limited to, video and print heads, television camera tubes, video monitor display tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. 'Surveillance Florida LLC' does not warrant devices designed to fail in protecting a system such as, but not limited to fuses and circuit breakers. 'Surveillance Florida LLC' warrants that any specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Purchaser agrees and acknowledges that the Software may have inherent defects because of its complexity. 'Surveillance Florida LLC' sole obligation with respect to Software, and purchasers sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

2. **VALIDITY PERIOD:** The price quotes provided are valid for 20 days unless otherwise specified in writing by 'Surveillance Florida LLC'.

3. **Surveillance Florida LLC:** Purchaser agrees that 'Surveillance Florida LLC' offers various levels of services and that the Purchaser, after reviewing the same, has contracted with 'Surveillance Florida LLC' to perform only the services described in writing in this Agreement. 'Surveillance Florida LLC' denies liability for materials, supplies or work provided by other persons. Unless specifically contracted for, 'Surveillance Florida LLC' denies any supervisory role and this Agreement shall not commit 'Surveillance Florida LLC' to any supervisory role, including, but not limited to the placement or routing of any wires or other Product.

4. **CANCELLATION:** Any cancellation must be made in writing. Recognizing that 'Surveillance Florida LLC' damages arising from cancellation will be difficult to estimate or determine, the following changes shall be construed as liquidated damages representing an approximation of the administrative, engineering, and other costs 'Surveillance Florida LLC' will actually incur in reliance upon this Agreement and not as a penalty: If, prior to shipment. Purchaser cancels this Agree right to any portion thereof, for any reason not attributable to 'Surveillance Florida LLC'. Purchaser agrees to pay 'Surveillance Florida LLC' an amount equal to 20% of the price of the products canceled if the cancellation occurs more than 21 days after 'Surveillance Florida LLC' receives Purchaser's order or Purchaser accepts this Agreement. If Purchaser cancels after shipment, Purchaser agrees to pay the above 20% of the price of the products canceled, return the products already shipped, and to pay 'Surveillance Florida LLC' an additional amount equal to 30% of the value of the returned products to cover the estimated costs of transportation and restocking.

5. **LIMITATION OF REMEDY:** It is understood and agreed that since it is impractical and extremely difficult to fix actual damages, if any, or ascertain what, if any, portion of any loss of injury would be proximately caused by the failure of 'Surveillance Florida LLC' Product and/or Software to operate, or to operate properly, or 'Surveillance Florida LLC' to perform any of its obligations or services described herein, UNDER NO CIRCUMSTANCES WILL 'Surveillance Florida LLC' LIABILITY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING IN ANY WAY OUT OF THE INSTALLATION USE DESIGN OR FUNCTION OR FAILURE TO FUNCTION OF ANY PRODUCT AND SOFTWARE SOLD BY 'Surveillance Florida LLC'. BE IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT, SOFTWARE AND/OR SERVICES. THIS SUM SHALL BE THE PURCHASER'S SOLE, A COMPLETE AND EXCLUSIVE REMEDY AND SHALL BE PAID AND RECEIVED AS LIQUIDATED DAMAGES OR A LIMITATION OF LIABILITY AMOUNT AGREED ON BY THE PARTIES AND NOT AS A PENALTY. IN NO CIRCUMSTANCES WILL 'SURVEILLANCE FLORIDA LLC' BE HELD LIABLE FOR ANY CLAIMS, LOSSES, DAMAGES OR INJURIES ARISING FROM OR CAUSED BY THE PURCHASER'S OR ANY OTHER PARTY'S MATERIAL, EQUIPMENT, ACTIONS, OR OMISSIONS. If Purchaser wishes 'Florida Surveillance LLC' to increase the amount of the above limitation of liability or liquidated damages amount stated in this Agreement, Purchaser may inquire about obtaining an increase to this amount in exchange for an increased purchase or contract price. Under no circumstances will an increase in the purchase or contract price be construed to mean that 'Surveillance Florida LLC' is an insurer of that the obligations of obtaining and maintaining insurance are

6. **INSURANCE OBLIGATIONS:** It is understood and agreed by the Purchaser that 'Surveillance Florida LLC' is not an insurer and that it is the Purchaser's obligation to obtain and maintain any insurance covering any losses to property or personal injury or any other damage which may occur at the premises where the 'Surveillance Florida LLC' Product, Software or Services. Which for the basis of this Agreement are delivered, assembled, Installed, used, or performed. The Purchaser agrees to list 'Surveillance Florida LLC' as an additional insured on all such policies and to provide 'Surveillance Florida LLC' a copy of the Certificate of Insurance upon request. Purchaser further agrees that the Certificate of Insurance shall contain a provision that coverage afforded under the policies will not be canceled or materially altered until at least thirty (30) days after written notice is given to 'Surveillance Florida LLC'.

7. **WAIVER OF SUBROGATION:** Purchaser does hereby for itself and all other parties claiming under it release and discharge 'Surveillance Florida LLC' from and against all hazards covered by Purchaser's insurance. It being expressly agreed and understood that no insurance company insurer, or any other third party will have any right of subrogation against 'Surveillance Florida LLC'.

8. **LIMITATION OF ACTIONS:** The Purchaser hereby agrees that no claim, suit or action of any kind shall be brought against 'Surveillance Florida LLC', its agents, employees, and/or officers more than one year after the claim arises, whether known or unknown when the claim arises, provided however, that if there is a claim, suit, or cause of action arising under the Warranty, it must be brought, if at all, within six months of expiration of the Warranty period stated above. This clause is in no way to be interpreted as an extension of the Express Warranty stated in paragraph 1 above.

9. **DRUG FREE WORKPLACE POLICY:** 'Surveillance Florida LLC' has a written drug free workplace policy available for review by written request.

10. **INSTALLATION:** The installation of any Product is NOT INCLUDED unless specifically provided for in this Agreement.

11. **TITLE:** The Software and any relevant Product as described in this Agreement shall remain the personal property of Surveillance Florida LLC, even if attached to realty or other property. Customer shall not sell, assign, encumber or remove the Product of Software without the prior written consent of Surveillance Florida LLC. Customer shall perform all necessary acts to preserve and protect the right, title and interest of Surveillance Florida LLC in the Product and Software including but not limited to signing any financing statements or other documents requested by Surveillance Florida LLC or its agents. Surveillance Florida LLC may inspect the product and Software during normal business hours and may affix labels or notices of ownership on the Product and Software.

12. **FORCE MAJEURE:** Surveillance Florida LLC shall not be liable for any loss or damage of any kind resulting from delay, inability to deliver, or install, or to perform any other work under this Agreement on account of fire, flood, labor problems, access to premises, accidents, acts of civil or military authorities, acts of God, or from any other causes beyond Surveillance Florida LLC control.

13. **DRAWINGS:** All drawings an wire diagrams provided by Surveillance Florida LLC in connection with this Agreement are protected under United States Copyright Laws and professional. Intended solely for the use of the installing contractor as a general guide for the installation of the System. Those drawings and wire diagrams are prepared in accordance with the project plans and specifications available to Surveillance Florida LLC at the time of the bid and are NOT intended to be System design or approval documents. Surveillance Florida LLC is not a design professional. Under no circumstances is any clause in this agreement or any actions taken by Surveillance Florida LLC to be construed in such a way as to impose upon Surveillance Florida LLC

14. **CHANGE ORDERS:** This Agreement can be modified, amended or altered only by an Agreement in writing, signed by both parties or their duty authorized representatives.

15. **SOFTWARE LICENSE AND USE:** Software Products provided by Surveillance Florida LLC are licensed, not sold. In the Customer. Customer has only a non-exclusive, non-transferable license to use the software ('License'). Surveillance Florida LLC retains all right, title and interest to the Software. In some cases. Surveillance Florida LLC may have a right to re-license the Software. 'Software' shall mean any part of Software provided by Florida Surveillance LLC in machine readable from indicated on this Agreement or contained in any Surveillance Florida LLC Product indicated on this agreement to ordered subsequently, any modified versions and all related documentation. Customer shall use the Software only on the Product and all the Product Site listed herein. Any Software received by Customer at any time is subject to this agreement. The License term begins upon delivery of the Software and continues until the last use of the Software with the Product, unless terminated Surveillance Florida LLC may terminate this License if Customer. (1) Fails to perform any obligation under the Agreement; (2) ceases to do business as a going concern; (3) has its assets assigned or attached by law. Within five (5) days after the License terminates. Customer shall, at its expense, return the Software to Surveillance Florida LLC and destroy all copies of the Software, including memory or storage copies.

16. **PROTECTION AND NON-DISCLOSURE:** Customer shall maintain the Software in strict confidence and shall disclose it only to its employees requiring access. Customer shall implement adequate procedures controlling access to and use of the Software consistent with the protection of Surveillance Florida LLC rights. Customer may duplicate Software only for internal use on the Product according to Surveillance Florida LLC instructions.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS CONTAINED HEREIN

Order By: Surveillance Florida LLC 32 Key Haven Rd Key West, Fl. 33040 Cell: (305)924-8576 Representative Name: Daniel Balbi Representative Signature: _____ Date: 3/9/2023	Accepted By: Company Name: City of Key West Address 1: 201 William St Address 2: Key West, Fl 33041 Representative Name: Jonathan Phelps Representative Signature: _____ Title: Security System Technician Purchase Order#: _____ Date Signed: _____ Sale Price: \$92,777.75
---	---