

FSEC Fire Security Electronics & Communications, Inc.

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Proposal
August 30, 2023
1GPA Contract 21-07P-10
ES11742

City of Apache Junction

Video Surveillance System Upgrade at City of Apache Junction Facilities

To:

City of Apache Junction
300 E Superstition Blvd
Apache Junction, Arizona 85119
Attn: Doug Wirthgen
E-Mail: dwirthgen@apachejunctionaz.gov

For:

Video Surveillance System Upgrade at
City of Apache Junction Facilities
300 E Superstition Blvd
Apache Junction, Arizona 85119

Fire Security Electronics & Communications, Inc. proposes to furnish:

1 ea. Video Surveillance System Upgrade as per the attached breakdown sheet.

Total Purchase Order Price: **\$249,904.94**

The following equipment and installation labor shall be provided by Fire Security Electronics & Communications, Inc.:

- 1) At City Hall, remove and turn over to the client for disposal a total of twenty-six existing cameras and mounting brackets along with any existing control equipment including NVR's, servers, appliances, patch panels, or power supplies.
- 2) At City Hall, supply and installation of twenty-five new cameras to be installed in some existing camera locations and at new locations to provide comprehensive video coverage of the facility.
- 3) At City Hall, supply and installation of new video network cable, conduit stub ups, and support hardware.
- 4) At Flatiron Park, supply and installation of one new multi-sensor camera to be installed at new location.
- 5) At Focal Point, supply and installation of one new multi-sensor camera to be installed at new location.
- 6) At Library, supply and installation of one new dome camera, one solar power kit and one PoE switch.
- 7) At remaining six facilities; MGC, Prospector Park, Pool/Skate Park, Animal Control, Public Works and Police Department: remove and turn over to the client for disposal a total of six NVRs and replace them with seven Cloud Connectors.
- 8) All labor to setup and test the systems for proper operation.
- 9) All shop drawings, project submittals, O&M manuals, and As-Built drawings.
- 10) Training of the owners key personnel.
- 11) Tax burden.

The following items are excluded from this proposal:

- 1) Supply and installation of any raceways.
- 2) Supply and installation of any 120 VAC power circuits.
- 3) Supply and installation of any network or POTS line drops.
- 4) Any bonds or permit fees.

Special Conditions:

- 1) This proposal is based on information provided by Doug Wirthgen from City of Apache Junction.
- 2) The above pricing is based on the attached Terms & Conditions. Any modifications to those Terms & Conditions must be in writing, accepted by an Officer of FSEC, and may increase the price accordingly.
- 3) Upon plan review by the AHJ, any additional equipment required by the AHJ will be quoted separately from this proposal and will be considered a change order.
- 4) Permit Fees, any permit fees shown on the attached breakdown sheet are an estimate only and do not necessarily reflect the actual cost of permitting by the local AHJ. The difference between our estimate and the actual cost of the permit will be billed or credited separately as a change order to the this proposal based on the true cost of permit, plan review, and special inspection fees calculated by the AHJ.
- 5) For all facilities other than City Hall, supply, installation, trouble shooting, or repair of any existing cameras, cabling, PoE switches, or other video surveillance equipment that is being reused as a part of this proposal. FSEC will test each individual facility installation and provide the client with a deficiency report.

This proposal references 1GPA Price List: Amendment 3 7.2023 - Fully Executed.xlsx

SEE ATTACHED TERMS & CONDITIONS

This proposal is valid for 30 days past the proposal date and expires on 09/29/2023.

Do not accept without reading all pages.

Proposed By: David Paul
Salesman

Date: 08/30/2023

Accepted By: _____

Date: _____

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Breakdown

August 30, 2023

Reference: 1GPA Pricelist: Amendment 3 7.2023 - Fully Executed.xlsx

IGPA Contract 21-07P-10

City of Apache Junction

Video Surveillance System Upgrade at City of Apache Junction Facilities

Qty.	Manufacturer	Model No.	Description	Unit Price	Ext. Price
Material and Equipment Breakdown:					
At City Hall:					
25	Avigilon ALTA	AWA-CLD-3Y	Subscription to Ava Aware Cloud, per camera. Real-time video-analytics. Including 30 days cloud storage.	\$449.10	\$11,227.50
3	Westpenn Accessories	24458-C6C	24-Port Category 6 UTP MT Series Patch Panel, T568A/B, 1.75"H	\$206.40	\$619.20
25	Westpenn Accessories	C6-1150R-3FB	Category 6 Orange 3ft	\$4.12	\$103.00
50	Westpenn Accessories	32-EZP	EZ RJ45 Plug	\$0.97	\$48.50
50	Westpenn Accessories	32-1900OR-25	Cat5E/6 Boots Orange	\$0.51	\$25.50
15	Avigilon ALTA	Dome-W-SMP-30	Ava Aware Cloud camera - Dome white. 5MP resolution. 30 days retention. AI-powered, IR and advanced microphone array, indoor and outdoor, up to	\$989.10	\$14,835.50
1	Avigilon ALTA	Dome-W-4K-30	Ava Aware Cloud camera - Dome white. 8MP (4K) resolution. 30 days retention. AI-powered, IR and advanced microphone array, indoor and outdoor,	\$1,259.10	\$1,259.10
9	Avigilon ALTA	QUAD-20MP-30	Ava Quad black with 30 days retention, multi-sensor camera with four varifocal SMP camera modules (20 MP), IR and HDR capable, with advanced	\$2,789.10	\$25,101.90
9	Avigilon ALTA	ACC-WAL-MNT	Quad Wall mount bracket	\$78.30	\$704.70
7	Avigilon ALTA	ACC-CRN-MNT	Quad Corner bracket	\$125.10	\$875.70
7000	Windy City Wire	CAT6P-ORG	23 AWG 4 Pair Non-Shielded Plenum Category 6 Orange Jacket	\$0.46	\$3,220.00
250	Various Vendors	HPH-1BW	Platinum Tools HPH1BW 1" J-Hook w/ Bat Wing Hanger	\$5.34	\$1,335.00
10	Various Vendors	3/4EMTCOND	3/4" EMT Conduit 10' Length	\$11.51	\$115.10
10	Various Vendors	3/4EMTMCPCOUP	3/4" EMT Compression Coupler	\$1.43	\$14.30
40	Various Vendors	3/4MINISTRAP	3/4" Mini Conduit Strap	\$1.20	\$48.00
16	Various Vendors	3/4EMTMCPCON	3/4" EMT Compression Connector	\$2.12	\$33.92
8	Various Vendors	4S-BOX	4" Square Electrical Box	\$3.66	\$29.28
8	Various Vendors	4S-COV	4" Square Electrical Box Cover	\$1.61	\$12.88
10	Various Vendors	1GAWPBOX	1 Gang Bell Box	\$12.04	\$120.40
10	Various Vendors	1GAWPCOV	1 Gang Bell Box Cover	\$4.70	\$47.00
100	Various Vendors	1/2SEALITITE	1/2" Sealtite Conduit per foot	\$1.36	\$136.00
30	Various Vendors	1/2MINISTRAP	1/2" Mini Conduit Strap	\$1.07	\$32.10
20	Various Vendors	1/2SEALITITECON	1/2" Sealtite Conduit Connector	\$5.19	\$103.80
1	Various Vendors	80425-40	Leviton 2 Gang Stainless Steel Blank Wallplate	\$6.00	\$6.00
1	Equipment Rentals	35TBBL-W	35' Tow Behind Boom Lift, Weekly	\$1,402.50	\$1,402.50
At Flatiron and Focal Point:					
3	Avigilon ALTA	AWA-CLD-3Y	Subscription to Ava Aware Cloud, per camera. Real-time video-analytics. Including 30 days cloud storage	\$449.10	\$1,347.30
1	Avigilon ALTA	Dome-W-SMP-30	Ava Aware Cloud camera - Dome white. 5MP resolution. 30 days retention. AI-powered, IR and advanced microphone array, indoor and outdoor, up to	\$989.10	\$989.10
2	Avigilon ALTA	QUAD-20MP-30	Ava Quad black with 30 days retention, multi-sensor camera with four varifocal SMP camera modules (20 MP), IR and HDR capable, with advanced microphone array, indoor and outdoor with IP66 and IK10 rating.	\$2,789.10	\$5,578.20
2	Avigilon ALTA	ACC-WAL-MNT	Quad Wall mount bracket	\$78.30	\$156.60
2	Avigilon ALTA	ACC-POL-MNT	Quad Pole bracket	\$125.10	\$250.20
2	Various Vendors	1GAWPCOV	1 Gang Bell Box Cover	\$4.70	\$9.40
2	Various Vendors	1GAWPBOX	1 Gang Bell Box	\$12.04	\$24.08
10	Various Vendors	1/2SEALITITE	1/2" Sealtite Conduit per foot	\$1.36	\$13.60
4	Various Vendors	1/2SEALITITECON	1/2" Sealtite Conduit Connector	\$5.19	\$20.76
6	Various Vendors	1/2STRAP	1/2" One Hole Conduit Strap	\$0.36	\$2.16
1	Equipment Rentals	35TBBL-D	35' Tow Behind Boom Lift, Daily	\$484.00	\$484.00
1	Equipment Rentals	PD-A1	Pickup & Delivery Charges (Boom Lift), Area 1 (Phoenix, Tucson, & Prescott Areas)	\$220.00	\$220.00
At library:					
1	Avigilon ALTA	AWA-CLD-3Y	Subscription to Ava Aware Cloud, per camera. Real-time video-analytics. Including 30 days cloud storage	\$449.10	\$449.10
1	Avigilon ALTA	Dome-W-4K-30	Ava Aware Cloud camera - Dome white. 8MP (4K) resolution. 30 days retention. AI-powered, IR and advanced microphone array, indoor and outdoor, up to 10 year warranty with an active Aware license.	\$1,259.10	\$1,259.10
1	Avigilon ALTA	ACC-PEN-CAP-W	Pendant mounting cap for Ava Dome and 360 cameras. White.	\$39.60	\$39.60
1	Avigilon ALTA	ACC-MNT-ARM-W	Wall mount arm for Ava Dome and 360 cameras. White. Pendant cap (ACC-PEN-CAP-W) typically required for this part.	\$59.40	\$59.40
1	Avigilon ALTA	ACC-POL-BRA-W	Pole bracket for Ava Dome and 360 cameras. White. Pendant cap (ACC-PEN-CAP-W) and mounting arm (ACC-MNT-ARM-W) typically required for this part.	\$59.40	\$59.40
2	Westpenn Accessories	CN-SC6-TAC-15	15ft Cat6 Tac Assembly RJ45/Boots	\$67.51	\$135.02
1	Comnet	NWKSP3	Solar Power Kit for NetWave Products. Consists of Solar Panel, Battery, Controller and mounting hardware. For use in areas that have at least 6 hours peak sunlight in a day. Specifications: 30Watts Continuous power with 6 Hours Peak Sunlight and 220Ah Battery (Approx. 40 hours of backup time).	\$12,127.50	\$12,127.50
1	Comnet	CNGE6FX2TX4POE	10/100/1000 Mbps Gigabit Switch with PoE+	\$943.20	\$943.20
At the remaining six facilities:					
1	Avigilon ALTA	APP-1000-24-DG	Appliance 1000 with 24TB net storage and dual 1Gb Base-T network connection. Support for up to 75 cameras, 4 hard drives, Nvidia Quadro RTX 4000 GPU, with Ava Aware VMS, 3 years warranty and power cables included.	\$9,450.00	\$9,450.00
7	Avigilon ALTA	APP-500-8-DG	Appliance 500 with 8TB net storage and dual 1Gb Base-T network connection. Support for up to 25 cameras, 3 hard drives, Nvidia GeForce GPU, Ava Aware VMS, 3 years warranty and power cables included.	\$4,770.00	\$33,390.00
109	Avigilon ALTA	AWA-CLD-3Y	Subscription to Ava Aware Cloud, per camera. Real-time video-analytics. Including 30 days cloud storage.	\$449.10	\$48,951.90
				Consummable Materials:	\$1,774.18
				Total Equipment Price:	\$179,191.68
Labor Breakdown:					
256	Hours			Installation Technician Labor:	\$85.00
88	Hours			Senior Technician Labor:	\$110.00
				Project Management Labor:	\$145.00
52	Hours			Programming Labor:	\$145.00
98	Hours			Total Labor Price:	\$53,190.00
Miscellaneous Expenses Breakdown:					
				Shipping and Handling Charges:	\$5,322.53
				Total Miscellaneous Expenses:	\$5,322.53
				Proposal Subtotal:	\$237,704.21
Additional Charges:					
				Revenue Fees:	\$12,200.73
				Total Proposal Price:	\$249,904.94

* Revenue Fees May include any combination of federal, state, and local sales taxes, TPT, value added taxes, or tribal taxes and TARO fees

TERMS & CONDITIONS

1. VENUE It is mutually agreed that regardless of where executed, this Agreement shall be conclusively deemed to have been executed under and pursuant to the laws of the State of Arizona and that the laws of said state, and only said state, shall be applied hereunder, and that any causes of action between the parties hereto shall only have jurisdiction and venue in the courts of the State of Arizona.
2. MODIFICATION No charge or modification of this Agreement, or any provision thereof, shall be binding upon parties hereto, unless it shall be in writing and signed by the party sought to be charged hereunder.
3. SUBSEQUENT LEGAL PROCEEDINGS In the event that an action is brought to enforce any part of this Agreement, the prevailing party shall be entitled to recover all reasonable expenses, including reasonable attorney's fee, costs and any other relief to which the prevailing party is otherwise entitled, whether or not suit is instituted.
4. BINDING EFFECT This Agreement is entered into freely and voluntarily between the parties, and it shall be binding upon and inure to the benefit of the parties hereto, as well as their respective heirs, personal representatives, successors and assigns.
5. ENTIRE AGREEMENT This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior and contemporaneous negotiations, understandings, agreements, inducements and conditions of any nature whatsoever with respect to the subject matter hereof. **This agreement shall include all the terms and conditions of IGPA RFP 21-07P, any Best and Final Offer, and the IGPA member's purchase order.**
6. PROVISIONS SEVERABLE If any provision of this Agreement shall be or shall become illegal or unenforceable, in whole or in part, for any reason, the remaining provisions hereof shall never the less be deemed valid, binding and subsisting.
7. INDULGENCES NOT WAIVERS No indulgences extended by either party hereto to the other party shall be construed as a waiver of any breach on the part of such other party, nor shall any waiver of one breach be construed as a waiver of any rights or remedies with respect to any subsequent breach.
8. COUNTERPARTS This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. All invoices are due and payable upon presentation and past due 30 days thereafter.
10. All past due invoices **WILL BE CHARGED** a 2 percent per month finance charge on the outstanding balance.
11. Any account over 60 days will be subject to credit hold and work shall cease until the outstanding balance has been paid.
12. All equipment shall be ordered upon receipt of approved submittals.
13. Equipment will be invoiced upon receipt and shall be stored in our warehouse until required on site. Should delivery to site be required for payment, notification within 24 hours of receipt of our invoice shall be given. If on site storage is required for payment, the CONTRACTOR shall provide secure storage at no cost to F.S.E.C. and the CONTRACTOR assumes all liability for the safe storage of all equipment until required for installation. If notification is not given within 24 hours to F.S.E.C. then the contractor has agreed that the materials may be stored in our warehouse and that payment will be made in accordance with the above.
14. Should terms 12 & 13 above be unacceptable, then the Contractor shall notify F.S.E.C. in writing together with the required delivery dates for the equipment to be on site. Upon receipt of approved submittals, we shall order the equipment for delivery as requested. Any increase in price due to the delayed delivery or any special freight charges due to expedited delivery shall be addition to contract and shall be charged to the Contractor.
15. A construction schedule, a full set of electrical drawings and a complete set of specifications including all addendums shall be supplied to F.S.E.C. by the Contractor within 14 days from placing of order. The schedule shall show the estimated delivery requirements of all special back boxes to the Contractor, the estimated date that F.S.E.C. is required on site and the completion date.
16. The Contractor shall give F.S.E.C. a minimum of 14 days notice after total completion of his work to commence on site. F.S.E.C. shall need a minimum of 30 days to complete our work from that date.
17. After F.S.E.C. has tested the system(s) to its satisfaction, F.S.E.C. shall call for inspection by the authority having jurisdiction.
18. F.S.E.C. reserves the right to stop work on all projects with this Contractor should any invoices become past due.
19. All bids by F.S.E.C. are based on a single visit to install, trim, test and inspect unless specifically detailed otherwise. Should the Contractor require multiple visits, additional charges shall apply.
20. All bids are based on work being carried out during normal working hours. Overtime that is worked due to Contractor request will be chargeable at our standard overtime rates.
21. Should the Contractor call for F.S.E.C. to commence work before the Contractor is complete, the Contractor agrees to pay F.S.E.C. for non-productive time at our standard service hourly rate.
22. The Contractor shall install the system(s) in accordance with the drawings supplied by F.S.E.C. using the materials detailed by F.S.E.C. The Contractor agrees to replace or reinstall any or all items found by F.S.E.C. to be in violation of any applicable Federal, State, Local or National Codes and/or F.S.E.C. approved drawings.
23. The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the home office of the seller. All quotations and agreements are contingent upon Strikes, Accidents, Fires, Availability of materials and all other causes beyond our control.

24. Typographical and stenographic errors subject to correction.
25. Purchaser agrees to accept either overage or shortage not in excess of 10 percent to be charged pro rata.
26. Purchaser assumes liability for patent and copyright infringement when goods are made to purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.
27. Should a contract be canceled for any reason, then a charge shall be made, including but not limited to, all work and expenses incurred to the date of cancellation. Full profit and overhead estimated for the project and a 25 percent restocking charge for all equipment ordered and/or received by F.S.E.C. for the project at F.S.E.C. selling price.
28. Fire Security Electronics & Communications, Inc. employs a notification service to fulfill the requirements of ARIZONA REVISED STATUTES 33.992.01. This is strictly a vehicle to protect yours and Fire Security Electronics & Communications, Inc. rights and is not a reflection on anyone's ability to pay.
29. Fire Security Electronics & Communications, Inc. shall invoice any materials, labor, supervision or engineering that it has expended, as work progresses. All such invoices are due upon presentation and PAST DUE 30 days from date of invoice.
30. Fire Security Electronics & Communications, Inc. will not carry out any additional work without a written change order. F.S.E.C. will prepare any change order documents and submit them to the Contractor for approval and acceptance. All change orders will be subject to the existing contract terms and conditions.
31. Fire Security Electronics & Communications does not accept back charges for any reason whatsoever unless they are brought to the attention and agreed upon in writing by our installation manager at the time of the occurrence.
32. **WARRANTY SERVICE SHALL BE PROVIDED DURING NORMAL WORKING HOURS FOR A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE OR FIRST BENEFICIAL USE, WHICHEVER COMES FIRST. THIS WARRANTY DOES NOT EXTEND TO ANY EQUIPMENT, WHICH HAS BEEN SUBJECT TO MISUSE, NEGLIGENCE, ACCIDENT, UNAUTHORIZED REPAIR OR ALTERATIONS. IT DOES NOT COVER USER MAINTENANCE AND ADJUSTMENTS.**
33. On-Call Emergency Service will be provided twenty-four (24) hours a day.
34. PERMIT FEES are NOT included in the job contract, UNLESS they are specified as being included in the proposal document.
35. All materials shall remain the sole property of F.S.E.C. until paid for in full. Should it become necessary for F.S.E.C. to reclaim any materials that have NOT been paid for, F.S.E.C. may collect from the Contractor a lease amount equal to 1/12th of the total value of such materials for each month the equipment was in service.
36. **FSEC does not accept any liquidated damages on any project for any reason whatsoever; as FSEC does not have any control as to the progress of other contractors and subcontractors who affect our ability to complete our work on time.**