

# NES LLC

Project Location  
**NES LLC**  
9 East 71st Street  
New York, NY 10021

## 3rd floor Safe Room System Upgrade

Proposal No: 77101.0  
July 6, 2017

Prepared For  
**Merwin DelaCruz**  
Property Manager



31 West 34th Street, Suite 8073  
New York, NY 10001  
NJ - Alarm: 34BX00007300, NY - Alarm: 12000286001

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Security 101 - NY City  
31 West 34th Street, Suite 8073  
Phone: 212-684-0128  
Website: [www.Security101.com](http://www.Security101.com)

July 6, 2017

Merwin DelaCruz  
NES LLC  
9 East 71st Street  
New York, NY 10021

Re: Video System Proposal

Dear Merwin DelaCruz:

Pursuant to your request, the following quotation is provided for your review and consideration.

Please feel free to contact me if you have any questions or require any clarification.

Sincerely,

Jim Wolk  
VP of Business Development

[jwolk@security101.com](mailto:jwolk@security101.com)  
Phone: 732-597-4762



# General System Description

Proposal 77101.0 3rd floor Safe Room System Upgrade

The Objective is to upgrade the existing 3rd floor cameras and system and to enable view of both the 3rd floor cameras and the Security Console cameras from the Safe Room.

This will be accomplished by replacing the existing cameras with high resolution IP Cameras and re-purposing the existing coax cable with IP converters.

An Network Video Recorder will be provided and installed below the sink in the safe room. A wireless network will be created to enable both systems to be viewed separate on one tablet or simultaneously on two two. (Tablets and Chargers will be provided by NES.

## Video System

### Head Ends

#### Head End #1: Safe Room Console

NVR	(1) IP Desktop recorder with 4 IP cameras licenses (64 max). exacqVision Professional client, server, web/mobile software pre-installed with 3 years software upgrades and hardware warranty. Win7 or Linux 12.04 on SSD. HDMI, DVI-I, DisplayPort (2 max simultaneous), Dual GB NICs, DVD-RW. Keyboard and mouse included ( <i>EXACQ TECHNOLOGIES part number IP04-04T-DT</i> )
IP over Coax	(1) The NITEK Etherstretch™ ET1500C IP cameras over Coax network extender Transmitter unit ( <i>NITEK part number ET1500C</i> )
Other	(2) Special Part: Access Point Unifi AC Pro Wifi Unit provided by Uniquity
Other	(1) Special Part: Network Access Router provided by Uniquity
Other	(1) Special Part: Unifi 8 Port POE switch provided by Uniquity

### IP Cameras

#### IP Camera #1: Location 1 to Replace Existing Camera

Camera to View: As Existing Camera

IP Interior	(1) 2MP IR BULLET 2.8MM LENS ( <i>SAMSUNG TECHWIN part number QNO-6010R</i> )
Protocol Convertor	(1) Pair of Ethernet over COAX adapters that enable use of COAX cables for PoE applications ( <i>AXIS COMMUNICATIONS INC part number 5026-401</i> )

#### IP Camera #2: Location 2 to Replace Existing Camera

Camera to View: As Existing Camera

IP Interior	(1) 2MP IR BULLET 2.8MM LENS ( <i>SAMSUNG TECHWIN part number QNO-6010R</i> )
Protocol Convertor	(1) Pair of Ethernet over COAX adapters that enable use of COAX cables for PoE applications ( <i>AXIS COMMUNICATIONS INC part number 5026-401</i> )

#### IP Camera #3: Location 3 to Replace Existing Camera

Camera to View: As Existing Camera

IP Interior	(1) 2MP IR BULLET 2.8MM LENS ( <i>SAMSUNG TECHWIN part number QNO-6010R</i> )
Protocol Convertor	(1) Pair of Ethernet over COAX adapters that enable use of COAX cables for PoE applications ( <i>AXIS COMMUNICATIONS INC part number 5026-401</i> )

#### IP Camera #4: Location 4 to Replace Existing Camera

Camera to View: As Existing Camera

IP Interior	(1) 2MP IR BULLET 2.8MM LENS ( <i>SAMSUNG TECHWIN part number QNO-6010R</i> )
Protocol Convertor	(1) Pair of Ethernet over COAX adapters that enable use of COAX cables for PoE applications ( <i>AXIS COMMUNICATIONS INC part number 5026-401</i> )



# Equipment List

Proposal 77101.0 3rd floor Safe Room System Upgrade

Qty	Description	Unit Price	Total
4	2MP IR BULLET 2.8MM LENS ( <i>SAMSUNG TECHWIN QNO-6010R</i> )	297.66	1,190.64
2	Access Point Unifi AC Pro Wifi Unit ( <i>Uniquity</i> )	212.63	425.26
1	IP Desktop recorder with 4 IP cameras licenses (64 max). exacqVision Professional client, server, web/mobile software pre-installed with 3 years software upgrades and hardware warranty. Win7 or Linux 12.04 on SSD. HDMI, DVI-I, DisplayPort (2 max simultaneous), Dual GB NICs, DVD-RW. Keyboard and mouse included ( <i>EXACQ TECHNOLOGIES IP04-04T-DT</i> )	2,640.79	2,640.79
1	Network Access Router ( <i>Uniquity</i> )	212.63	212.63
4	Pair of Ethernet over COAX adapters that enable use of COAX cables for PoE applications ( <i>AXIS COMMUNICATIONS INC 5026-401</i> )	420.99	1,683.96
1	The NITEK Etherstretch™ ET1500C IP cameras over Coax network extender Transmitter unit ( <i>NITEK ET1500C</i> )	229.62	229.62
1	Unifi 8 Port POE switch ( <i>Uniquity</i> )	283.50	283.50
		Total: 6,666.40	



## Clarifications

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- Security 101 will provide and install the equipment specified within this quotation
  - NES will provide shelf space, configuration of the cabinet, AC Power (existing) to accommodate the equipment specified.
  - NES will provide tablets and chargers to Security 101 Specification.
- All access to either system will be password protected.

One year Warranty for parts and labor provided by Security 101



# Financial Summary

Proposal 77101.0 3rd floor Safe Room System Upgrade

**BILLING ADDRESS**

NES LLC  
9 East 71st Street  
New York, NY 10021

**PROJECT LOCATION**

NES LLC  
9 East 71st Street  
New York, NY 10021

**Grand Totals:**

<b>Description</b>	<b>Net Price</b>
Installation Labor	3,000.00
Equipment	6,666.35
Warranty	231.95
Shipping	50.00
Total Investment	9,948.30
Tax:	882.93
Total with Tax:	10,831.23

**One Year Warranty of all Security 101 Provided Equipment**



# Terms and Conditions

Proposal 77101.0 3rd floor Safe Room System Upgrade

## 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 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. 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.
3. 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 NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.
4. 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

5. 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.
6. 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

7. 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. 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 License(s)

8. 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.
9. 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



# Terms and Conditions (cont)

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a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). 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.

## 10. 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.

## 11. 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.

## 12. Software License(s).

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

## Video System

### 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 and Conditions

### Installation

#### 16. All required installation documents are included.

#### 17. Installation of all required equipment and materials with on-site supervision of project is included.

#### 18. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.

#### 19. 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.

#### 20. 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.

#### 21. 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.

#### 22. Client to provide and coordinate 110 VAC electrical service where needed.

#### 23. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.

#### 24. 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

#### 25. 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

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

### Miscellaneous

#### 27. 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.

#### 28. 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.

#### 29. 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 approximately 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 non-liability, 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.



## Terms and Conditions (cont)

Proposal 77101.0 3rd floor Safe Room System Upgrade

30. 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 unenforceable 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.
31. If paying by credit card, you also agree to pay a credit card processing fee for each transaction: 3% for Visa, MasterCard and American Express.



# Acceptance

Proposal 77101.0 3rd floor Safe Room System Upgrade

For the amount of **9,948.30** (plus tax of 882.93)  
This proposal dated July 6, 2017 is valid until September 6, 2017

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

NJ - Alarm: 34BX00007300, NY - Alarm: 12000286001

NES LLC

Security 101 - NY City

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

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

\_\_\_\_\_  
Title Title

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