



## 2 Camera Mobile LPR System

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Prepared Exclusively for:

### Scotia Police Dept.

4 No. Ten Broeck St.  
Scotia, New York 12302

Att: Chief Daniel Harrigan

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December 28, 2022

<b>Proposal Title:</b> 2 Camera Mobile LPR System to be mounted to the Light Bar of a Ford Interceptor SUV	
<b>Presented to:</b> Scotia Police Dept.	<b>SW24 Contract Number:</b> Scotia PD Quote # 7
<b>SW24 Representative:</b> Pat Fox	<b>Government Contract Number:</b> NYS OGS Contract # PT68857
<b>Location Receiving Services:</b> 4 No. Ten Broeck St., Scotia, New York 12302	<b>Proposal Date:</b> December 28, 2022

**Project Overview**

**This is a quote for the new AutoVu (2) 2 Camera LPR camera system that you requested.**

**PROJECT OVERVIEW: This is to be installed as a PERMANENT unit to the Light Bar of a 2020 – 2022 Ford Interceptor SUV using the Light Bar mounts**

**NOTE: This will be an add-on to the Troy Regional Server. System ID # GSC-130427-383581.**

- **This cost includes a 1 year Advanced Swap Warranty for the LPR system on the Hardware only. This does not include remote or on-site service.**
- **MS SQL Sequel Server Express is included.**
- **In-vehicle PC is required to run the Patroller software and is being supplied by the Warren County Sheriff’s Office**
- **AirCard is needed for the in-vehicle computer and will be supplied by the customer from a carrier of their choice.**
- **Server is required to operate the Security Center software and the software is already installed in the Troy Regional Server.**
- **Travel is included**

**Vehicle Installations**

<b>Department</b>	<b>Vehicle Year/Make/Model</b>	<b>Mount Color</b>	<b>Mount Type</b>
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- |                    |                                      |            |           |
|--------------------|--------------------------------------|------------|-----------|
| 1. Scotia PD ..... | 2020-2022 Ford Interceptor SUV ..... | Black..... | Light Bar |
|--------------------|--------------------------------------|------------|-----------|

<b>Existing System ID</b>	<b>Existing System ADV Expiration Date</b>
GSC-130427-383581 – Troy Regional Server	May 31, 2023

The following are incorporated and made part of this Agreement:

- Appendix-A: Bill of Materials
- Appendix-B: Warranty
- Appendix-C: Summary of Deliverables
- Appendix-D: Terms and Conditions

## 1.0 Scope of Work

SecureWatch24 (also referred to herein as SW24) will provide the following Services identified in greater detail below under this Agreement:

1. Project Management
2. Cabling and Installation
3. Integration, Configuration and Commissioning
4. Training

## 2.0 SecureWatch24 Responsibilities

### 2.1 Project Management

1. SW24 will provide a Project Manager to coordinate scope, schedule, logistics and act as a Single Point of Contact for all Project communications and decisions.
2. The Project Manager will schedule a brief kickoff meeting to introduce our the SW24 team, review the schedule and pre-requisites and allow a time for Questions and Answers from either Party.

### 2.2 Cabling and Installation

1. SW24 will perform the following cabling and device installation services:
  - a. SW 24 will install the LPR cameras using the Light Bar Mounts in BLACK to the Light Bar of a 2020-2022 Ford Interceptor SUV
  - b. SW 24 will install the camera cables to the LPR cameras that were installed on the Light Bar Mounts and run them through the roof by drilling two holes
  - c. SW 24 will install the Processor in the rear of the vehicle with the supplied mounting bracket and install it with permanent power
  - d. SW 24 will run the Ethernet cable from the processor in the rear of the vehicle to the MDT/computer which is mounted in the front of the vehicle.
  - e. SW 24 will plug the USB GPS in the supplied MDT/computer and mount it in the front windshield area of the vehicle
  - f. If the Patroller software was not previously installed remotely, SW 24 will install the Patroller software on the MDT/computer in the vehicle and will also update the Patroller software on the existing LPR unit that the department is using

### 2.3 Integration, Configuration, and Commissioning Services

1. SW24 will perform the following network integration, software configuration and commissioning services:
  - a. SW 24 will aim and configure the LPR cameras
  - b. The SW 24 Technician will test drive the vehicle and make sure the cameras are properly aligned and aimed and reading and capturing license plates correctly
  - c. The SW 24 Technician will make sure the vehicle is communicating with the server
  - d. SW 24 will update the Security Center software on the desktops within the PD
  - e. SW 24 will update the software on the computer in the existing LPR unit if it is still in service

### 2.4 Training Services

1. SW24 will perform the following Training services:
  - a. Mobile LPR Unit Training

- i. Upon completion of installation of the LPR unit SW24 will train Officers, or Department Authorized Civilians in the Operation of the Mobile LPR unit
  - ii. Training will be provided in the Train-the-Trainer method to those who are present at the of the time of the training if needed.
- b. Supervisor, Investigator Training
  - i. Upon completion of Mobile LPR Unit Operator training unless this was done remotely before coming on-site for the install, SW24 will train Supervisors or Investigators in the Use of Security Center on the following topics:
    - 1. Search for specific vehicles
    - 2. Run reports
  - ii. Training will be provided to those who are present by means of The Train-the-Trainer method if needed

### 3.0 Client Responsibilities

The Client will be Responsible for the following activities under this Agreement:

1. Complete Genetec **Questionnaire for a Mobile LPR Installation** forms within fifteen (15) Calendar-days of Accepting this Agreement.
  - a. *No Equipment can be ordered until Form is returned.*
  - b. *SW24 is available for assistance with ANY Form related questions.*
2. Assign a lead Officer, or similar resource to act as a single point of contract for all project communications, scheduling and all inter- and intra-Agency coordination.
3. The customer will supply a vehicle to be used for the installation of the LPR system
4. Provide an in-vehicle PC to run the Patroller software for each vehicle that meets the specifications of the LPR unit. (**Note: Genetec does not support Windows 11**)
  - a. *Each vehicle must have an operational Mobile Data Computer installed by the client prior to arrival of SW24 Technician(s) unless SW 24 is also selling the customer the MDT/computer.*
5. Make sure there an **activated** AirCard for each in-vehicle Mobile Data Computer prior to the start of installation Services.
6. Provide a central location where all of the vehicles may be worked on together.
  - a. *Provide an alternate sheltered location to perform the installation if the primary location is outdoors in case of inclement weather.*
7. Ensure an I/T resource is available by phone or email at all times during ALL installation and upgrade activities with the ability to respond in fifteen (15) minutes or less to questions regarding Usernames, Passwords, IP Addresses, Privilege Levels that may arise during software installation and network communication set up and testing.
8. By already having the contact information for the IT person the SW 24 Technician can reach out to the IT person and arrange to remote installations if possible (with internet access) of the software on the MDT/computer in the vehicle as well as the desktop stations withing the building.

## 4.0 Estimated Schedule

Estimated Start Date: February 15, 2023 – **Note: These are estimated dates**

Estimated End Date: March 15, 2023 – **Note: These are estimated dates**

1. Work is not authorized to begin on the Estimated Start Date unless this Agreement has been Accepted by Signature, Purchase Order or Notice to Proceed.
2. These dates are estimates and may vary if acceptance is delayed, significant Field Conditions are encountered or excessive Manufacturer lead times.

## 5.0 Assumptions and Exclusions

The following Assumptions and Exclusions are mutually agreed to.

### Assumptions

1. All remote-eligible work to be performed remotely. All locations are assumed to have Internet connectivity.
2. If internet access is not available the installation of the software will be done on-site at the time of the physical installation.

### Exclusions

1. <List as appropriate>

## 6.0 Completion Criteria

SecureWatch24 shall have fulfilled its obligations under this Agreement when any of the following first occurs:

1. The progress of the Work is sufficiently complete in accordance with the Contract Documents such that the client may utilize the Work for its intended purpose and punch-list items identified during Substantial Completion Commissioning have been resolved.
2. The Agreement is cancelled by the client.
3. The Agreement is otherwise terminated or discharged through other means or methods of the Terms and Conditions.

## 7.0 Charges

The estimated funding requirement for the services and equipment described in Agreement are provided below. Detailed hardware, software and/or equipment pricing breakout can be found in Appendix-A.

### 7.1 Summary of Charges

Hardware/Software .....	\$13,521.52
Services .....	\$2,175.00
Freight .....	None
Travel & Living.....	Included
Pre-Tax Total .....	Tax Exempt
Estimated Taxes .....	None
<b>Grand Total Including Estimated Taxes .....</b>	<b>\$15,696.52</b>

SecureWatch24 agrees to provide the services and equipment described in this Agreement provided the client accepts this proposal without modification on or before: February 15, 2023

Agreed to:  
Scotia Police Dept.

Agreed to:  
SecureWatch24, LLC

By, \_\_\_\_\_  
Authorized Signature                      Date

By, \_\_\_\_\_  
Authorized Signature                      Date

## Appendix-A: Bill of Materials

Manufacturer	Part Number	Description	Qty	MSRP	Unit Price	Extended Price
Genetec	AU-K-P2X1S-BASE	AutoVu Sharp X Dual Base Kit which includes X1S processing unit, wiring, GPS, in-vehicle mapping license and in vehicle Patroller license. (Line # 53,065)	1		\$6,339.30	\$6,339.30
Genetec	AU-XS-XGA-B25850	BLACK – AutoVu Sharp X camera XGA – 25mm lens and 850nm illuminator (Line # 53,401)	1		\$3,272.50	\$3,272.50
Genetec	AU-XS-XGA-B12850	BLACK – AutoVu Sharp X camera XGA – 12mm lens and 850nm illuminator (Line # 53,389)	1		\$3,272.50	\$3,272.50
Genetec	AU-H-XMNT-CAMLB-B	Mobile Sharp X magnetic trunk mounting brackets in BLACK (Line # 52,947)	2		\$205.70	\$411.40
SW 24	CCTV/Surveillance System – Technician On-Site-Region 6	Individual employed by the Contractor or Subcontractor who Starts-Up, Commissions, Programs, Integrates, and Maintains (both Preventative and Remedial Manitenance) Note: This is for the installation of the LPR unit	16		\$108.75	\$1,740.00
Genetec	AU-H-USBGPS-EXTCBL3	Approved USB extension (Line # 52,923)	1		\$23.38	\$23.38
Genetec	ADV-LPR-M-1M	Genetec Advantage for 1 AutoVu Mobile system connection to Security Center – Line # 52,322. (Note: The ADV for ALL LPR units in the Server must expire on 5/31/23 – This is for December 2022 to May 31, 2023)	4		\$15.61	\$62.44
Genetec	Hardware Warranty	Genetec includes a 1 Year Return and Repair Manufacturer’s Warranty on the Hardware only with the purchase of the LPR equipment. <b>(Note: This does not include remote or on-site service calls performed by SW 24)</b>	1		INCLUDED	INCLUDED
SW 24	CCTV/Surveillance System – Technician On-Site-Region 6	Individual employed by the Contractor or Subcontractor who Starts-Up, Commissions, Programs, Integrates, and Maintains (both Preventative and Remedial Maintenance). Note This is for the installation of the Software	4		\$108.75	\$435.00
Genetec	AU-K-SXX-EWUP-1Y	AU-K-SXX and Law upgrade to Advanced Swap coverage from return and repair for the first year (Line # 53,108)	1		\$575.00	\$575.00

## Appendix-B: Warranty

SW24 warrants its installation services to be free from material defect for a period of one year form the date of project completion. Material installation defects reported, in writing, to SW24 during the warranty period shall be repaired at no cost to the Client.



These limited warranties do not cover damage or faults resulting from: Vandalism, Force Majeure, improper or negligent operation or service by others, operation in environments exceeding Manufacturer Specifications or insufficient Preventive Maintenance.

## Appendix-C: Summary of Deliverables

1. Weekly Status Report
  - a. Purpose
    - i. To communicate the level of work completion and document any issues being encountered to Project Stakeholders to influence the timely and successful completion of the project.
  - b. Content
    - i. Work Scheduled for the Current Week
    - ii. Work Completed during the Current Week
    - iii. Work Planned for the Upcoming Week
    - iv. Work Required by the Client during the Upcoming Week
    - v. Issues
  - c. Format and Delivery
    - i. The Weekly Status Report will be submitted weekly each Friday afternoon as an email message beginning with the first Friday after the Kickoff meeting and concluding with the Project has reached Final Completion.

## Appendix-D: Terms and Conditions

This Appendix describes the terms and conditions governing this transaction/relationship. This document, including the above Scope of Work (the "Agreement") and associated appendices are the complete agreement regarding this transaction/relationship and replace any and all prior written or oral communications regarding this scope of Services and Materials. In the event of a conflict between the Scope of Work and these Terms and Conditions, these Terms and Conditions shall control. References to "You", "Customer" and "Client" shall mean the client and references to "Us", "Company", "SW24" and "SecureWatch24" shall mean SecureWatch24 LLC.

1. Contract Acceptance.
  - a. The Agreement and these Terms and Conditions shall be accepted by Client upon its signing the Agreement.
2. Claims for Which SecureWatch24 is Not Responsible
  - a. FOR ANY LOST PROFITS, LOST SAVINGS, LOST OR DAMAGE TO DATA, OR SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, WHETHER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF SW24 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
  - b. Any acts, omissions and/or conduct of Client's employees, contractors, guests, tenants or invitees to its property, the use of the Services and Materials by its employees, contractors, any person to whom it has given access to its property or the Services and/or Materials, and/or any person who gains access to Client's property, data or the Services and/or Materials whether such arose or did not arise as a result of Client's failure to use reasonable security precautions, even if such access or use was not authorized by Client.
3. Customer/Client Responsibilities
  - a. You agree that SW24 not responsible for failure to fulfill any responsibility or obligation due and SW24 has the right to defer the date of Services (without liability to you) due to causes beyond its control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labor disputes (whether or not related to our workforce), or restraints or delays affecting carriers or third party providers of Materials or inability or delay in obtaining Materials provided that, if the event in question continues for a continuous period in excess of 180 days, either party shall be entitled to give immediate notice in writing to the other to terminate this Agreement.
4. Responsibilities of Both Parties
  - a. Both parties agree to allow the other reasonable opportunity to review, reply and comply prior to entering a claim the other party has failed to meet their responsibilities or obligations.
5. Complete Agreement

- a. This Agreement represents the entire agreement between the parties and supersedes and cancels any prior oral or written agreement, letter of intent or understanding related to the subject matter hereof. No provision of this Agreement may be terminated, amended, supplemented, waived or modified other than in writing, signed by the parties hereto or as otherwise provided herein.
- 6. Payment and Termination
  - a. Invoicing will occur upon the Substantial Completion of SW24's Responsibilities.
  - b. Invoicing may be for the partial value of Equipment Tendered and Services Performed if one or more of the Services was not able to be completed at the scheduled time and is requiring a future revisit.
  - c. Invoices are due with Net-30 Terms.
  - d. Either party may terminate this agreement for cause if the other party has violated the terms of the Agreement and such violation has not been cured within thirty (30) days written notice to offending party.
  - e. Condition Subsequent Termination may occur, at the discretion of SW24, should the Client fail to return, or return defective or deficient, the required Genetec Questionnaire Form(s) within thirty (30) days from the date of Offer Acceptance and fail to cure the fault within fifteen (15) days of written notice from SW24.
- 7. Governing Law/Miscellaneous
  - a. This Agreement shall be construed in accordance with and governed by laws of the State of New York applicable to agreements made and performed wholly in that State. In connection with any dispute which may arise under this Agreement, the parties hereto hereby irrevocably submit to, consent to, and waive any objection to, the exclusive jurisdiction of the courts of the state of New York located in the county of New York or of the United States District Court for the Southern District of New York, and waive any objection to the laying of venue in such court. The parties hereto admit that any such dispute may be resolved at least as conveniently in such a court as in any other court, and will not seek dismissal or a change of venue on the ground that resolution of such a dispute in any such court is not convenient or in the interests of justice.
  - b. Except as otherwise provided herein with respect to pricing, the Agreement and these Terms and Conditions may not be amended, nor may any provision be modified or waived, except by an instrument duly executed by both parties
  - c. If a court holds any provision of the Agreement, these Terms and Conditions or its application to any person, entity or circumstance invalid, illegal or unenforceable, the remainder of the Agreement and these Terms and Conditions, or the application of such provision to persons, entities or circumstances other than those to which it was held to be invalid, illegal or unenforceable, shall not be affected, and shall be valid, legal and enforceable to the fullest extent permitted by law, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed in the Agreement. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties intend that the court add to the Agreement or these Terms and Conditions a provision as similar in terms to such invalid, illegal or unenforceable provision as may be valid and enforceable, so as to effect the original intent of the parties to the greatest extent possible.
  - d. SW24's failure or delay in enforcing or the partial enforcement of any provision of the Agreement will not be construed as a waiver of any of its rights under the Agreement.
  - e. In the event You breach the Agreement, these Terms and Conditions or any Services contract, or any other agreement entered into with SW24, and the Company brings an action against you for damages arising therefrom, if the Company prevails, it shall be entitled, in addition to any other remedies to which it may be entitled, to recover from you all fees and expenses of counsel retained by the Company in connection with such action.
  - f. For purposes of the Agreement and these Terms and Conditions, a facsimile or other electronic version of a party's signature, such as a .pdf, printed by a receiving facsimile or printer shall be deemed an original signature. The Agreement may be signed in multiple counterparts, which taken together will be considered one original.
  - g. The Agreement and these Terms and Conditions shall be deemed drafted jointly by the parties, and no ambiguity is to be construed against one party over the other.
  - h. YOU AND THE PERSON EXECUTING THE AGREEMENT ON BEHALF OF CLIENT ACKNOWLEDGE THAT, BEFORE SIGNING THE AGREEMENT, YOU AND SUCH PERSON WERE GIVEN AN OPPORTUNITY TO READ IT, CAREFULLY EVALUATE IT, AND ASK ANY QUESTIONS YOU MAY HAVE HAD REGARDING IT, THESE TERMS AND CONDITIONS OR ANY OF THEIR PROVISIONS. YOU ALSO ACKNOWLEDGE THAT YOU HAD THE RIGHT TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY OF YOUR CHOOSING AND THAT THE COMPANY GAVE YOU A REASONABLE PERIOD OF TIME TO DO SO IF YOU SO WISHED.
- 8. Definitions
  - a. Alternate Shift
    - i. The following shall be considered an Alternate Shift for purpose of determining charges:
      1. Work performed on second-shift (4:30 PM to 11:30 PM);
      2. Work performed on third-shift (11:30 PM to 8:00 AM);
      3. Work performed on Saturday or Sunday;
      4. Work performed as over-time;
        - a. Meaning any time greater than eight hours worked in any calendar day regardless of the shift the over-time hours occur in.
      5. Work performed on a federal holiday.
  - b. Commercially Reasonable
    - i. Means the efforts consistent with the past practice of similarly situated security and/or technology integration companies with respect to similarly situated services and products.
  - c. Service Level Objective
    - i. The response time target which SW24 will make Commercially Reasonable attempts to provide a Resource. SW24 and Client agree there are no penalty, liquidated damage or other charges associated with failure to meet these objectives.
  - d. Not To Exceed
    - i. A targeted budgetary estimate agreed to by the client that will not be exceeded without additional written authorization. Due to potential uncertainties in the work, SW24 does not guarantee that it will complete the scope of work within the Not To Exceed amount. This is not a guaranteed maximum price.

e. Work Week

- i. A regularly-recurring period of seven consecutive twenty-four hour periods beginning Saturday at 12:00:00 AM and ending the following Friday at 11:59:59 PM.

9. Limited Liability

- a. Client expressly acknowledges SW24 and its affiliates, subcontractors, employee, agents and assigns (SW24) are not insurers against losses and that insurance against loss is the sole responsibility of the client. The payments and charges required by this Agreement are based solely on the value of the Services and Materials provided and are unrelated to the value of any real or personal property located on or near the Client's premises. Client agrees that it is impractical and extremely difficult to ascertain or determine the amount of damages, if any, which may result from a failure by SW24 to perform any of its obligations under the Agreement. Client agrees that if SW24 should be found liable to the client for loss or damages as a result of the Services and/or Materials provided in any respect, SW24's liability will be limited to a maximum amount of the value of this proposal, which sum shall be paid and received as liquidated damages. Such liability shall be complete and exclusive. This limitation of liability applies to any and all loss or damage resulting directly or indirectly to persons or property, irrespective of cause or origin. Client agrees to indemnify and hold SW24 harmless from all losses, damages and expenses incurred as a result of claims asserted against SW24 by persons other than Client based upon the performance or nonperformance by SW24 of Services performed or to be performed under the Agreement or upon any Materials.