



SOUTH BAY  
COMMUNICATIONS

# Santa Rosa City School - New Account

Prepared For

Santa Rosa City School  
Adrian Bica

Document Number  
023Q561



<b>QUOTE #</b>	<b>023Q561</b>
<b>DATE</b>	<b>8/3/2023</b>

**Prepared For:**

**Adrian Bica  
 Santa Rosa City School  
 110 Stony Point  
 Suite 210  
 Santa Rosa , CA 95401**

**Prepared By:**

**Ariel Long  
 1134 Cadillac Court  
 Milpitas, CA 95035  
 P: 888.525.7767**

**P: 707-548-8595  
 E: abica@srcs.k12.ca.us**

**E: ariel@southbaycommunications.com**

<b>PO Number</b>	<b>Payment Terms</b>	<b>Valid Through</b>
	<b>Net 30</b>	<b>Sep 2, 2023</b>

**Scope of Work**  
**Project Overview:**  
 This scope of work outlines the steps required to activate a new Brivo access control account for the existing access control system at the Santa Rosa City School's location at 110 Stony Point - Suite 210.

<b>Access Control (5-Door)</b>	<b>\$1,425.60</b>	<b>Qty</b>
<p><b>Activation Process:</b></p> <p><b>Account Setup:</b> Create a new Brivo account for the Santa Rosa City School's access control system.</p> <p><b>System Configuration:</b> Configure the Brivo account settings, including user roles, access levels, and administrative permissions.</p> <p><b>Device Integration:</b> Integrate the existing access control devices and hardware with the newly created Brivo account.</p> <p><b>User Enrollment:</b> Enroll authorized users and personnel into the Brivo system, assigning appropriate access privileges and schedules.</p> <p><b>Fob Access Setup:</b> Set up fob access for the designated area, specifically Suite 210, as specified by the client.</p> <p><b>Testing and Verification:</b> Conduct thorough testing to ensure that fob access is functioning as intended, allowing authorized individuals to enter Suite 210 seamlessly.</p>	<b>\$1,425.60</b>	<b>1</b>

**User Training:** Provide training to designated personnel on how to use the Brivo access control system, including granting access, managing user profiles, and troubleshooting common issues.

**Deliverables:**

Upon completion of the activation process, the client will receive:

- A fully functional Brivo access control account.
- Enrolled user profiles with assigned access permissions.
- Verified fob access for Suite 210 at the specified location.
- User training documentation for managing the Brivo system.

System Service Plans	\$2,528.18	Qty
<i>1st Year Warranty - Included</i>		
<b>2nd Year Warranty (Optional - SELECTED)</b>		<b>1</b>
<i>3rd Year Warranty (Optional)</i>		<i>1</i>

Subtotal	\$3,953.78
Sales Tax	\$8.19
Shipping	\$95.00
<b>Grand Total</b>	<b>\$4,056.97</b>
<b>Deposit Required</b>	<b>\$1,622.79</b>

### Payment Options

Select your preferred payment option / purchase terms\*:

- Credit Card Purchase (purchase amount \$4,211.21) [includes +\$154.24 payment type Surcharge]
- Invoice / Terms Purchase (purchase amount \$4,056.97)
- eCheck/ACH Purchase (purchase amount \$4,060.23) [includes +\$3.26 payment type Fee]

### Notes:

**Summary:**

The objective of this Brivo access scope of work is to seamlessly activate a new account within the existing access control system at 110 Stony Point - Suite 210, Santa Rosa City School. This activation process encompasses setup, configuration, user enrollment, fob access implementation, rigorous testing, and comprehensive user training. Our primary commitment is to deliver a secure and streamlined access control solution tailored to the client's specific requirements.

**Additional Details:**

Any supplementary requirements or alterations that extend beyond the bounds of this activation scope will be treated as change

orders and may result in supplementary charges.

**Required Client Contributions:**

Provision of a properly formatted spreadsheet containing all necessary system user details, including first names, last names, email addresses, and more.

Provision of power and network connectivity with a Static IP for the Brivo Access Control System.

The annual Brivo hosting services, priced at \$435.60, are set for renewal in August 2024.

To accept this quotation, sign here and return: \_\_\_\_\_

*Thank You For Your Business!*



# Terms and Conditions

This Agreement is by and between South Bay Communications , a CA corporation (“we”, “us”, “MSP”, SBC, South Bay), and the person or entity signing below as a Customer (“you” or “Customer”) and is made and entered into as of the latest date shown in the signature blocks below (the “Effective Date”).

This Agreement sets forth the terms and conditions upon which MSP will provide services (the “Services”) to Customer.

## A. General Terms and Conditions

This proposal excludes all work not listed in the Scope of Work. All work will be performed Monday through Friday between the hours of 7:00 AM to 4:00 PM. After-hours work can be scheduled but will be charged at a premium rate. South Bay Communications, Inc. (SBC) shall not be responsible for any delays not caused or outside the control of SBC. Unless otherwise noted in the Scope of Work the client shall be responsible for any permits needed pertaining to the work to be performed. SBC will not be responsible nor perform any patching, painting, or any repairs of any kind unless noted in the scope of work. Labor estimates are based upon full and sole availability of the areas of installation during the agreed-upon installation period. Any delay in area availability or denial of access during the period of installation will incur additional expenses for redeployment. All site improvement or facilities changes that are the responsibility of the client must be completed by the time of installation. SBC reserves the right to review site conditions before deployment. Any delays due to site conditions may jeopardize the completion date. This project will not be scheduled until all required documentation, deposits, and material have been received. This proposal is valid for 30 days and is deemed confidential and shall not be disclosed by Client.

### 1A. Structured Cabling

The client will provide upright sprinklers along cable pathways where applicable per Fire Code, see local municipality for details. All pathways to be provided inside drywall spaces unless otherwise noted (i.e. Ring and String). Accessible pathways to be provided by others via accessible ceiling and or conduit. All client-provided conduits must be free and clear of any obstruction with pull lines installed.

### 2A. Access Control

Clients should expect that all access control systems will have an annual software support or hosting agreement that must be maintained. Unless otherwise noted this proposal does not include any lock rekeying or door recertification. The client also acknowledges that they have permission from the landlord or building owner to make the requested modifications and alterations to the existing doors, lock hardware, or other field devices. Older doors and door hardware may require additional adjustments or modifications, to work with modern electrification devices. These services will be provided on a time and material basis.

### 3A. Surveillance Systems

While every effort will be made to provide complete coverage of the desired area, these areas are fluid and dynamic with the movement of people and equipment, which may change or hinder optimal recoding. SBC will not be responsible for any coverage or recording issues that may occur due to client-provided or required cameras and/or hardware.

### 4A. Phone Systems

While every effort will be made to evaluate the client's network for appropriate performance South Bay Communications will not be responsible for phone quality issues related to the clients' network. The clients should expect that all phone systems will have an annual software support or hosting agreement that must be maintained.

## **B. Clients Responsibilities**

The client shall confirm installation location(s) and provide engineered drawings, where applicable, prior to commencement. Any client-provided equipment, which will be installed by SBC is expected to be fully operational, programmed, and tested to meet the manufacturer's specifications prior to installation. The client is responsible for any permits pertaining to the work to be performed. The client is to furnish any necessary power or power electrical outlets prior to work being scheduled. The client will provide on-site parking unless otherwise noted in the Scope of Work. The client will provide a direct contact for this project as well as access to all work areas. All work must be performed in accordance with South Bay Communications' safety policies. The client will carry fire and any other necessary insurances.

## **C. Joint Accountabilities**

The client shall cooperate with South Bay Communications (SBC) in all matters relating to the services provided in the Agreement (the "Services") and provide access to Client's premises and reasonable access to areas and information, necessary or appropriate for purposes of SBC performing the Services. SBC shall sign all required nondisclosure and confidentiality agreements and shall provide all administrative support offsite. The parties agree to immediately apprise each other of any information that is likely to impact the success of the project so that prompt action can be considered.

## **D. Additional Work or Services**

Any alterations or deviations from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the proposed price.

## **E. Completion of Work**

All furnished Equipment, Devices, Cables, Connectors, and Components of the installed system, will be tested and certified to meet specifications. This includes but is not limited to electronic testing, visual inspection of the device(s), verification of field device operation, and visual inspection of electrical connections. All Category 5E/6/6A/7/8 cables shall be tested to pass the current standards. All outlets and patch panels to be labeled with a labeling machine.

## **F. Warranty**

South Bay Communications, Inc. shall provide a one-year system warranty, which provides that all labor and materials listed in the proposal, are guaranteed for one year. This warranty includes that South Bay Communications, Inc. will be onsite within 48 hours after being notified of a problem and materials will be free of charge unless any part of the system has been damaged for any reason, including misuse, mishandling, fire, or natural disaster. In such cases, labor and materials will be charged at an agreed-upon fee. This warranty shall become null and void if another contractor services the system installed by South Bay Communications, Inc. Electronic equipment is covered by the manufacturer's warranty. Additional warranties may be purchased in your proposal with special terms and conditions.

## **G. Disclaimer**

All Material is guaranteed to be as specified or of equal. All work to be completed in a workmanlike manner according to standards and practices. Any alteration or deviation from the enclosed specifications involving extra costs will be done only upon a written change order. The costs will become an extra charge over and above this proposal. All elements of this agreement are contingent upon strikes, accidents, or delays beyond our control. Material pricing is not guaranteed until a deposit has been received.

#### **H. Payment**

The client shall pay to South Bay Communications 100% of all fees and costs at completion of the project if the total for such project is less than \$2,500. Client shall pay 40% of the total amount of the project upon execution of this Agreement and the remaining 60% shall be due and payable 30 days following completion of the project. A 1.5% monthly fee will be charged on all late payments (up to 18% per year). Payment is accepted in US currency in the form of a check. Credit Card Payment may also be accepted with a 3.7% processing fee will be added to the invoice. All applicable parking and delivery charges will be added to the final invoice. All payments shall be made in US Dollars.

#### **I. Acceptance**

All work to be performed under the same terms and conditions as specified in this proposal unless otherwise stipulated in writing. Payment will be made as outlined in this proposal. This project, once approved, is non-cancelable for any reason, although it may be delayed, rescheduled, and otherwise postponed without any penalty whatsoever.

By issuing South Bay Communications, Inc. a purchase order or by signing this form or electronic agreement, the customer creates a binding contract and agrees to South Bay Communications Inc.'s terms stated in the proposal for billing, shipments, delivery, payment, and late payment fees for all tangible equipment, software, and labor. South Bay Communications, Inc. reserves the right to deliver partial shipments and bill partial invoices. Deliver is defined by the date of arrival at the customer's specified location. This Agreement constitutes the exclusive and entire agreement between the parties with respect to its subject matter and as of its date supersedes all prior agreements, negotiations, representations, and proposals, written or oral relating to its subject matter. Notwithstanding anything to the contrary, if the terms of a purchase order issued by Client (even if issued following the date of this Agreement) differ from the terms of this Agreement, the terms of this Agreement shall supersede and govern. The terms of this Agreement cannot be modified, supplemented, or rescinded except by an agreement in writing signed by a duly authorized representative of each of the parties.

#### **J. Termination**

South Bay Communications may terminate this Agreement with immediate effect upon written notice to Client, if client: (a) fails to pay any amount when due under this Agreement. (b) has not otherwise performed or complied with any of the terms of this Agreement; or (c) becomes insolvent, files a petition for bankruptcy, or commences or has commenced against it proceedings related to bankruptcy, receivership, reorganization or assignment from the benefit of creditors.

#### **K. Liability Insurance**

South Bay Communications, shall maintain in force adequate insurance for the duration of the project and at its own expense the following types of insurance coverage: (a) commercial general liability which will include contractual liability coverage insuring the activities of South Bay under this Agreement. (b) worker's compensation insurance for the minimum amount required by applicable law, and (c) employer's liability insurance.

#### **L. Limitation on Liability**

EXCEPT AS PROVIDED FOR IN SECTION J, UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR RELATED TO THE SERVICES, REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SOUTH BAY'S TOTAL CUMULATIVE LIABILITY TO CLIENT

OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR FOR INDEMNITY OR OTHERWISE) EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY CLIENT TO SOUTH BAY UNDER THAT PROJECT.

SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CLIENT. IN SUCH EVENT, THE LIABILITY OF SOUTH BAY FOR SUCH DAMAGES WITH RESPECT TO THE SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

**M. Indemnification**

South Bay will defend, indemnify and hold Client harmless from and against all claims, damages, liabilities, losses, expenses, and costs arising out of or resulting from any act or omission of South Bay or any South Bay Personnel incurred by any Client in connection with any actual or alleged claim made by a third party that results in: (i) personal injury (or death) or tangible property damage (including loss of use); or (ii) the violation of any statute, ordinance, or regulation. South Bay shall have no indemnity obligation to the extent that the claim arises out of any interruption or alteration of the completed project by Client or any third party.

**N. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of California without regard to or application of any conflict of law principles.

**Customer**

Santa Rosa City School  
110 Stony Point  
Suite 210  
Santa Rosa, CA 95401  
USA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

**South Bay Communications**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date