



## Proposal

11/4/2019

MAKING WAVES FOUNDATION  
Attn: NICOLAS ROMANO

Proposal - 7468  
Re: Bosch RPS-Lite Upgrade

Dear Nicolas,

Executive Summary: Thank you for the opportunity to partner with MAKING WAVES FOUNDATION for this project. Netronix is pleased to present the following proposal for the installation of new security systems at your facility. Netronix is a full-service integration, service/maintenance and monitoring firm specializing in providing security and life safety solutions spanning the full spectrum of today's security challenges. Based on the description of required services in the scope of work, we can provide plans, specifications, qualified technical staff, project management, quality assurance and testing/commissioning services to meet all your electronic security enhancement requirements and maintenance needs.

Netronix has expertise and capabilities to meet and/or exceed your expectations for this project. Upon execution of the following agreement, we will assign the necessary certified staffing to meet the requirements detailed in the Scope of Work. Thank you for this opportunity.

Best Regards,

*Vincent Gatto*

Vincent Gatto  
Netronix Integration, Inc.

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Netronix Integration, Inc. | 2840 Howe Rd., Suite D Martinez, CA 94553 | [www.Netronixint.com](http://www.Netronixint.com)

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## Summary

Making Waves is looking to be able to arm the building alarm systems remotely and not have to go to each building to arm them. They are also looking for management software to manage their intrusion system user pin codes for arming and disarming the Bosch intrusion system.

## Scope of Work

Netronix is quoting to setup the 7 site Bosch B8512G panels to be remotely armed/disarmed via the Bosch RSC mobile app with access to the Bosch cloud services for mobile device connection. The app will allow the users to; see system status, see zones not ready for arming, system arming, and system disarming each panel connected in the app. Each building will be listed as a separate site to connect to one at a time within the app.

To establish Bosch RSC (mobile app) connection to each panel Netronix will be adding a second network interface card and orange patch cable for remote connection traffic that will need to be plugged into the customer network and have outbound internet connection MWA IT as agreed to provide a public address configured to port forward connection to the respective local static IP address of the new network interface card being added to each intrusion panel. MWA IT has elected to not use the Bosch Cloud connection which comes with a month fee.

Netronix will give MWA representatives a onetime 30-minute group training session on how to load and use the remote app.

Netronix has also quoted to install Bosch RPS-Lite to allow the customer to manage the intrusion system user pin codes as employees are onboarded or off boarded. This app will also allow the system administrators to give users access to the Bosch RSC app if required. Intrusion pin codes can still be used on the intrusion keypads at the respective buildings if the user does not have access to the RSC app. MWA must provide a computer with administrative rights and the latest Windows updates to load the Bosch RPS-Lite program onto with a static IP in range of the Bosch intrusion panels new network interfaces that Netronix is installing for this project. **This computer must not be part of a VM. The RPS-Lite requires a USB connected dongle to allow the program to be used correctly. It is recommended for MWA to set up remote desktop into the computer running RPS-Lite for the systems administrator's convenience. The RPS-Lite must communicate through the new NIC added to each intrusion panel for the RSC app to keep this network traffic separate from the Avigilon integration and monitoring integration on the existing onboard network interface card.**

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Netronix will give MWA representatives a onetime 1hr training session on how to upload, edit codes, download, and add new RSC remote app users.

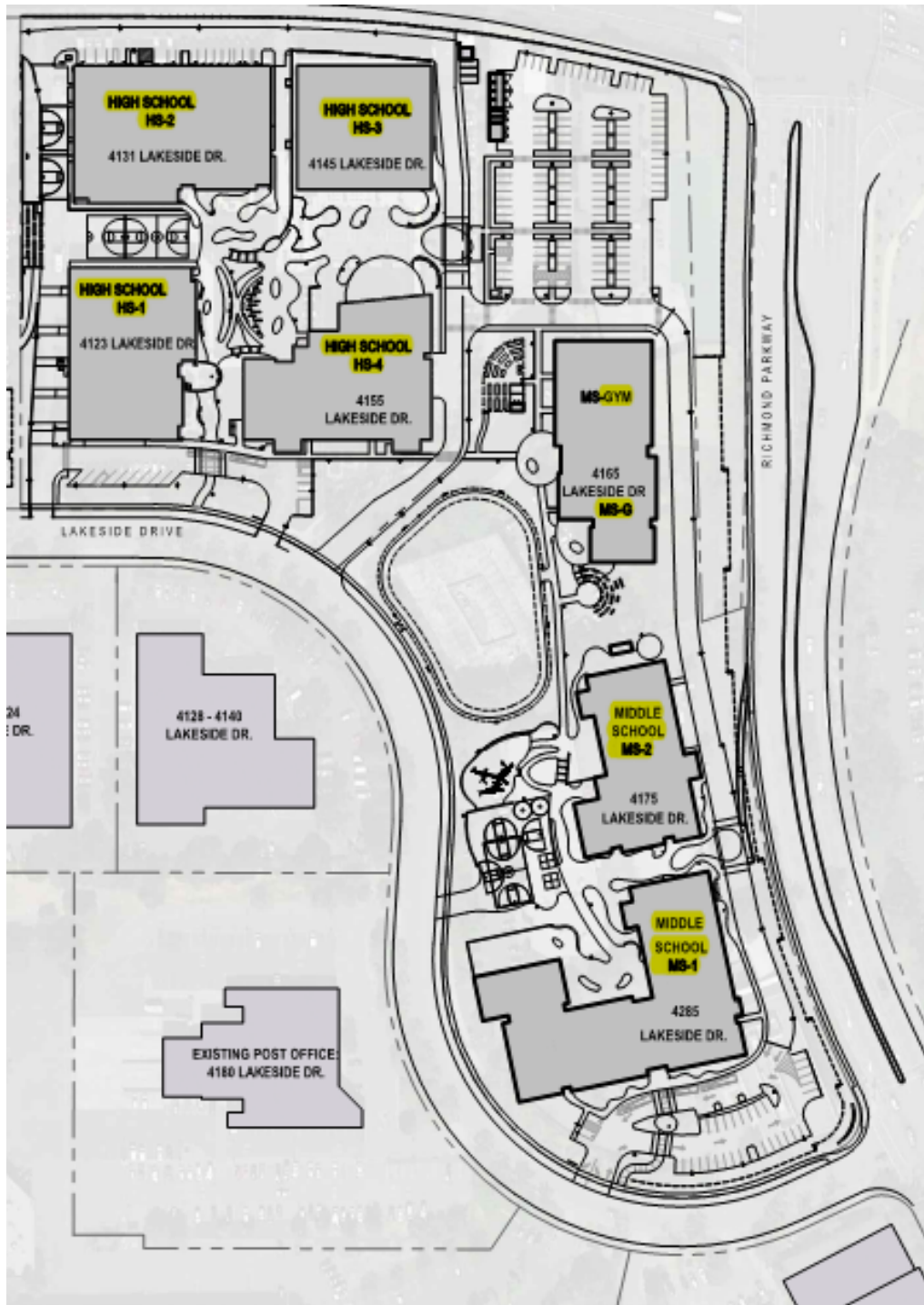
The 7 buildings that the RSC app and RPS-Lite will be managed are below and highlighted on the map:

1. MS-1
2. MS-2
3. MS-G
4. HS-1
5. HS-2
6. HS-3
7. HS-4

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The Bosch RPS-Lite hardware requirements are:

**System requirements**

Operating system	Windows 7, Windows 8, Windows 8.1, Windows 10, Windows Server 2008, Windows Server 2012 R2
SQL Express	Minimum: 2012 SP2 (included in the RPS installation) Supported: 2014
Processor type	x64 Processor: AMD Opteron, AMD Athlon 64, Intel Xeon with Intel EM64T support, Intel Pentium IV with EM64T support x86 Processor: Pentium III-compatible processor or faster
Processor speed	Minimum: x86 Processor: 1.0 GHz x64 Processor: 1.4 GHz Recommended: 2.0 GHz or faster
RAM	Minimum: 1 GB Recommended: 8 GB (increase as database size increases for optimal performance)
Hard disk	Available space: x64 Processor: 16 GB x86 Processor: 20 GB
Monitor	Minimum resolution: 1024 x 728

\*\*The RPS-Lite computer must not be part of a VM. The RPS-Lite requires a USB connected dongle to allow the program to be used correctly. It is recommended for MWA to set up remote desktop into the computer running RPS-Lite for the systems administrator’s convenience. There is no client station option for this program.\*\*

All work is to be performed during business hours M-F 7am-4pm.

**Bill of Materials:**

Manufacturer	P/N	Description	Qty	Price	Amount
Bosch Security Systems	B426-265-PSA	CONETTIX IP ETHERNET INTERFACE	7	213.76	1,496.32
Bosch Security Systems	D137-265-PSA	MOUNTING BRACKET	7	8.56	59.92

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NETRONIX	NET PART	25 Foot Orange CAT6 Patch Cable	7	7.57	52.99
Bosch Security Systems	D5371-USB-265-PSA	RPS Lite Security Block, USB - to be installed on a centralized computer provided by MWA - all programming personnel will remote into the computer or server running RPS-Lite to maintain a single database interface	1	400.51	400.51
NETRONIX	NET PART	RSC and RPS-Lite training for 2 MWA representatives that will administer the RSC and PRS-Lite programs.	1	0.00	0.00

**Note:** If any additional equipment is needed there will be added charges.

**Pricing:**

MATERIALS TOTAL	\$2,009.74
SHIPPING AND HANDLING	\$80.39
LABOR	\$6,200.39
SALES TAX	\$193.33
<b>TOTAL</b>	<b>\$8,483.85</b>

**Please Note:**

***This pricing includes estimated taxes. Tax rate may change and the client will be responsible for the then current tax rate at the time of invoicing. If you are tax exempt, please provide your tax-exempt certificate or applicable taxes will be charged.***

**Exclusions and Clarifications:**

Unless specifically noted otherwise, this proposal excludes the following:

1. Removing doors/ frames/ mullions
2. Permits and any special permit required drawings.
3. Any Trenching, backfill and/or compaction
4. Wire from hinge to lock by others unless Netronix provides the lock
5. Wiring of door operators and any push plates
6. Integration between different systems
7. Any painting and/or patching of or repair to existing surfaces

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8. Any fire alarm disconnect relay, fire alarm device or additional equipment/ devices required to meet applicable local codes
9. Any electrical (High Voltage) work
10. Any conduits, raceways, or AC power
11. Any lifts or lift rentals (unless noted in Statement of Work above)
12. Any required lighting needed for proper operation of CCTV cameras
13. Any keyways or key cylinders for locking hardware provided by NETRONIX, unless noted above in the list of materials
14. Any computers/ servers or associated computer equipment (unless noted in installation materials list above)
15. Any network switches and/or routers not supplied by NETRONIX are deemed out of coverage (unless noted in installation materials list above)
16. NETRONIX is not to be held responsible for system not functioning due to customer's network issues
17. Any VPN network connection needed for communication to Server
18. Customer will ensure that all work is clear of any asbestos which may hinder our work or pose a danger to NETRONIX employees
19. The customer will ensure that No area in which NETRONIX is installing equipment is considered or classified as hazardous or explosive
20. If included in the Statement of Work, NETRONIX will provide one complete set of shop drawings and one complete set of as-built record drawings. As-built record drawings will be provided at completion of job.  
Please Note:
  - a. Up to two minor changes in the design drawings are included in the proposal. Any additional changes and all major changes in the design drawings are subject to a Change Order.
  - b. NETRONIX will provide one revision of as-built record drawings after review, if necessary.
21. Any programming other than standardized configurations (unless noted in Statement of Work above), including but not limited to customizations, 3<sup>rd</sup> party interfaces, maps, etc
22. Any badge/credential programming and/or access level (unless noted in Statement of Work above)
23. Installation and/or wiring of ADA, Handicap, or automatic door opener buttons, switches, or paddles.

### Assumptions

Unless specifically noted in materials list, this proposal assumes the following:

1. The customer will further be responsible for providing all 110VAC voltage power requirements where needed to support security, access control system and CCTV system.
2. The customer and NETRONIX will mutually agree upon the exact placement of all security devices during walk through of project.
3. Netronix and the client will mutually agree upon project scheduling except as may be noted under Changes to Contract Schedule on page 2 of this document.
4. The customer is responsible for providing air conditioned and lockable location for access control and CCTV system.

### Terms and Conditions:

CUSTOMER ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT SET FORTH HEREIN.

GENERAL TERMS & CONDITIONS

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**Installation Responsibility:** This proposal is based upon the use of straight time labor only unless specifically stated in the scope of work. Plastering, patching, painting, 120VAC Power, conduit, raceway or other electrical panels, back boxes and additional fire alarm devices / interfaces are excluded unless specifically stated in the scope of work. Any equipment and/or labor not listed in the bill of material or scope of work for this project are excluded. Purchaser agrees to provide Netronix with required field utilities (electricity, toilets, drinking water, project hoist, and elevator service, etc.) without charge. Netronix agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Netronix for any costs or expenses without Netronix written consent. Unless specifically noted in the statement of the scope of work or services undertaken by NETRONIX under this agreement, NETRONIX's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of hazardous or dangerous materials, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by NETRONIX shall not operate to compel NETRONIX to perform any work relating to hazardous or dangerous materials without NETRONIX's express written consent.

**Scope and Compensation:** Netronix shall perform on behalf of Client services as described in the Scope of work section above ("Services") and shall be compensated according to the pricing set forth in the investment information. ("Fees"). Client shall pay Netronix within thirty (30) days of the date of, NETRONIX's invoice. Any amount in an invoice which is disputed by Client shall be resolved by senior management of the Parties and once resolved, shall be paid within ten (10) days of the date of resolution. Client shall pay interest on outstanding invoiced amounts at the lesser of the maximum amount permitted at law or at the rate of one and one-half percent (1.50%) of the overdue amount due per month. Payment of interest on overdue accounts shall not excuse payment of the principal amount. All taxes and similar assessments, levies and government-imposed obligations with respect to NETRONIX income derived from its performance of Services shall be paid by NETRONIX. Client shall pay all other applicable taxes.

**System Programming and Customer Training:** Netronix will be responsible for all hardware devices programming and testing, and for customer training on the use of the new equipment as specified herein. Loading of any database, including definition of access levels, alarm points, time zones, or any other user defined data is the responsibility of the owner, except as specifically stated in the scope of work.

**Change Orders:** Any changes to this proposal shall require an approved Change Order, which shall modify the scope of work, proposal cost, and time line of the project. The attached schedule of equipment defines and limits the equipment to be furnished as part of this proposal.

**Warranty:** Netronix warrants that the equipment provided AND installed by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery and installation of said equipment. For equipment installed by Netronix, if Purchaser provides written notice to Netronix of any such defect within thirty (30) days after the appearance or discovery of such defect, Netronix shall, at its option, repair or replace the defective equipment. For equipment not installed by Netronix, if Purchaser returns the defective equipment to Netronix within thirty (30) days after appearance or discovery of such defect, Netronix shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Netronix shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

**Project Commencement:** No work shall proceed without an acceptable purchasing document to, Netronix from the customer, and a signed copy of the proposal and these Terms and Conditions.

**Mobilization:** Following acceptance of this proposal, ten (10) working days and payment of a 25% mobilization invoice. This includes administrative processing, engineering, drafting, equipment procurement, and shipping and receiving.

**Confidential Information:** Each Party may make available to the other access to certain trade secrets and other confidential technical, business and financial information, including the contents of this Agreement and the Exhibits thereto (collectively, "Confidential Information"). So long as and to the extent that Confidential Information is marked "Confidential" or "Proprietary" (if in tangible form) or is not generally available to the public from other sources, each Party shall safeguard such Confidential Information in the manner in which it safeguards its own confidential information, and shall not disclose Confidential Information to its employees, contractors and agents, except to the extent necessary to enable it to fulfill its obligations under this Agreement. The obligations of this Section 7 shall survive for two (2) years after the termination or expiration of this Agreement. Client shall indemnify Netronix from third party liability arising from any unintended use or unauthorized disclosure.

**Termination or Alteration:** A contract resulting from the acceptance of an offer may be cancelled or altered by the buyer only if agreed to in writing by, Netronix and subject to the following:

- Prior to termination, customer must provide Netronix written notice of terms that have not been met
- Netronix shall be given thirty (30) days to correct said items

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- Netronix shall be paid for all products and services performed up to the effective date of termination plus reasonable costs associated with the orderly close out of the contract
- Netronix shall be paid for all anticipated profit based on the original contract amount and any change orders executed prior to the effective termination date

Proposal Expiration: This proposal shall be honored for thirty (30) days

Intellectual Property: This proposal and all accompanying materials, and the original information, designs, concepts, and ideas represented herein are the exclusive property of Netronix and may not be reproduced or copied in any manner without the express written authorization of NETRONIX. The proposal and all associated materials, drawings, and documents must be returned promptly upon demand.

Compliance with Laws: Netronix shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

Liquidated Damages: No liquidated damages will be due

Debris Disposal: Netronix will dispose of debris created by our work in owner furnished trash bins or containers at the site.

Invoicing & Payment: Netronix will invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Twenty-five (25%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 25% shall be included in Netronix initial invoice. Purchaser agrees to pay Netronix the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. Final payment shall be due upon the completion of the project for the remaining balance of the contract, including taxes as required by law. No provisions of the proposal shall serve to void our entitlement to timely payment for properly performed work or suitably stored material, nor void, any of Netronix's rights under Mechanics' Lien Laws. If Netronix invoice is not paid within 30 days of its issuance, it is considered delinquent and a penalty of 1.50% (of the total invoice) per month shall be assessed until the delinquent amount is paid in full. If a delinquent invoice is forwarded to collections, Purchaser agrees to pay any collection fees associated with the collection of delinquent invoices, and the amount of the original invoice. All late payments shall bear interest at the rate of 1.50% at the time payment is due. Nothing in this proposal or contract shall be construed to require NETRONIX to continue performance of work if we do not receive timely payment for properly performed work or stored materials. Netronix retains title to all equipment until installation is complete and reserves the right to retake possession of the same or any part thereof at the customer's cost if default is made by the customer in any payment. Netronix does not accept any back charges that have not previously been agreed to in writing.

Taxes: The price of this proposal includes estimated sales, use, excise, or other similar taxes, required by federal, state or local law. Purchaser shall pay taxes at the current tax rate at the date of invoice. Alternatively, the Purchaser may provide Netronix with acceptable tax exemption certificates.

Parking and Storage: Customer shall furnish and make available to, Netronix at the site reasonable storage and parking facilities, and convenient delivery access to our work.

Elements Beyond the Control of NETRONIX: The schedule of any other contractors involved in this project shall be made in consultation with NETRONIX, and unless otherwise agreed to, shall provide time for NETRONIX to perform our work on an 8-hour day, 40-hour week basis. This proposal does not include provision for Netronix to perform overtime work for delays not caused by Netronix. An additional charge to the contract shall be made for any mutually agreed upon overtime. Netronix shall not be responsible for delays or default that are occasioned by causes of any kind that are beyond our control, including but not limited to delays or defaults of Architects, the Owner, the Contractor, and Subcontractors, other third parties, civil disorders, labor disputes, and Acts of God. Netronix shall be entitled to equitable adjustments in the amount of the contract for delays caused by anything that is beyond our control.

Materials: If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Netronix, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Netronix shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

Delays: Netronix shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Netronix control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of Netronix.

Insurance: Insurance coverage in excess of Netronix standard limits will be furnished when requested and required. No credit will be given or premium paid by Netronix for insurance afforded by others.

Indemnity: The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

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Occupational Safety and Health: The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

Entire Agreement: This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

On behalf of the entire Netronix staff, I sincerely appreciate the opportunity to be of service. Please feel free to contact me with any questions or comments at 800-600-3939.

Authorization: MAKING WAVES FOUNDATION

Netronix Integration, Inc.

Vincent Gatto

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

*Vincent Gatto*

\_\_\_\_\_  
Signature

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Signature

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