



Proposal

Proposal #	1077931601
DATE	02/04/2026

CUSTOMER
City Of Sheboygan Ryan Sorenson ryan.sorenson@sheboyganwi.gov

SERVICE LOCATION

DESCRIPTION
<p>Based on the provided Bill of Materials (BOM) description, here is a draft Statement of Work (SOW) that outlines the general scope and required components for the projects.</p> <p>Since this BOM appears to cover multiple separate projects (City Hall, Police Department, MSB, etc.), the SOW is structured to be a master document covering all of them</p> <p>*Unused Licenses to be reimbursed</p> <p>Statement of Work (SOW) - Access Control and Security System Upgrades</p> <p>1. Introduction and Project Goal</p> <p>The primary goal of this project is to upgrade and convert existing security and access control systems across various municipal sites, replacing legacy systems (where applicable) with new AXIS Communications and Genetec-based solutions. This SOW covers the required labor, materials, and configuration necessary to install, convert, and commission a complete, functioning system for each specified location.</p> <p>2. Scope of Work (SOW)</p> <p>The contractor shall provide all necessary labor, equipment, and expertise to complete the following tasks for each location listed in the Bill of Materials:</p> <p>2.1 System Conversion and Licensing</p> <p>Perform the necessary system conversion and migration tasks for the Genetec platform.</p> <p>Install, activate, and configure all required Genetec Licensing.</p> <p>2.2 Access Control System Installation and Conversion</p> <p>Conversion: Convert existing door access points to the new access control system architecture, specifically utilizing AXIS Controllers.</p> <p>New Door Installation: For specified locations (e.g., City Hall, Stations 1-5), install and commission access control hardware for new door locations.</p> <p>Controller Installation: Install and wire AXIS Controllers and associated AXIS Board Power/Enclosures at</p>

designated points.

Door Hardware Installation: Install, configure, and wire the following components at each door:

Readers (Card Access/Proximity)

Strikes (Electronic door locking mechanisms)

Contacts (Door position switches)

REX (Request to Exit devices)

Power and Connectivity: Install all necessary Cable, Batteries, and associated Misc wiring and connectivity components to ensure system functionality and backup power.

2.3 Video Surveillance System Installation

Install, mount, and configure new AXIS Sale Cams (or other specified Cameras / Box Sale Cams) at designated locations.

Install all required camera Mounts.

Connect cameras to the network and configure them within the security management system.

2.4 Integration and Configuration

Configure I/O Relay devices where specified (e.g., Waste Water 3 Doors Conversion).

Configure all installed AXIS Controllers, Readers, and cameras within the Genetec security management platform.

Test and verify full functionality of all access control and video surveillance components, including card access, REX, door contacts, and video recording/playback.

3. Required Materials (Bill of Materials Components)

The following materials, or their approved equivalents, are required to complete the scope of work:

Genetec Conversion - Licensing

AXIS Controllers

AXIS Board Power/Enclosure

AXIS Sale Cams / Box Sale Cams / Cameras

Readers for - 1 Keypad Reader Per Each Building

Strikes

Contacts

REX (Request to Exit devices)

I/O Relay (where specified)

Cable

Batteries

Estimate

Description	Qty	Rate	Tax	Total
Genetec Conversion - Licensing, Fobs (Includes Library Licenses)				\$152,625.83
GSC-5.13				
GSC-Om-E-1C				
GSC-Sy-E-1R				
GSC-1AP-DMP - For DMP Integration into Genetec				
ADV-CAM-E-5Y				
ADV-RDR-E-5Y				
HID 5266PNNN Seos 8K Key Fob				
Federation License GSC-1SCFED				
Genetec Conversion - Programming				\$30,000.00
Programming-System and/or devices				
City Hall 19 Doors Conversion, 1 New Door Install - AXIS Controllers, Strike, Readers, Contacts, REX, AXIS Board Power/Enclosure, Cable, Batteries, Misc				\$35,874.48
SY-A1610G-AMER				
HES 5200				
HID 20NKS-00-000000 Signo 20 Mullion Reader				
HID 40NKS-00-000000 40NKS Signo 40 Wall Mount Reader				
Door Contacts Magnet				
REX Request to Exit Grey DS-DS160				
Altronix T3AXK77F16S 16-Door Altronix/Axis Access and Power Integration Kit				
RWC Composite CAC - 1'				
NP7-12 12V 7AH battery				

Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
MSB 13 Doors Conversion - 2 Box Sale Cams - AXIS Controllers, Readers, AXIS Board Power/Enclosure, Batteries, Cameras, Misc	\$18,582.76
SY-A1610G-AMER	
HID 40NKS-00-000000 40NKS Signo 40 Wall Mount Reader	
HID 20NKS-00-000000 Signo 20 Mullion Reader	
Altronix T3AXK77F16S 16-Door Altronix/Axis Access and Power Integration Kit	
NP7-12 12V 7AH battery	
AXIS M3125-LVE Network Camera	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Police Department 25 Doors Conversion - AXIS Controllers, Readers, AXIS Board Power/Enclosure, Batteries, Misc	\$34,549.59
SY-A1610G-AMER	
HID 40NKS-00-000000 40NKS Signo 40 Wall Mount Reader	
Altronix T3AXK77F16S 16-Door Altronix/Axis Access and Power Integration Kit	
NP7-12 12V 7AH battery	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Stations 1-5 Exterior door only New Card Access - AXIS Controllers, Strike, Readers, Contacts, REX, AXIS Board Power/Enclosure, Cable, Batteries, Misc	\$19,799.55
SY-A1210G-AMER	
HES 5200	
HID 20NKS-00-000000 Signo 20 Mullion Reader	

Door Contacts Magnet	
REX Request to Exit Grey DS-DS160	
Altronix T1AXK3F2S 2-Door Altronix/Axis Access and Power Integration Kit	
NP7-12 12V 7AH battery	
RWC Composite CAC - 1'	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Transit Depot + Building, 7 Doors Conversion - AXIS Controllers, Readers, AXIS Board Power/Enclosure, Batteries, Misc	\$19,049.82
SY-A1610G-AMER	
HID 40NKS-00-000000 40NKS Signo 40 Wall Mount Reader	
Altronix T2AXK7F8SD AXIS Communications Access and Power Integration Kit	
NP7-12 12V 7AH battery	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Waste Water 3 Doors Conversion - AXIS Controllers, I/O Relay, AXIS Board Power/Enclosure, Batteries, Misc	\$11,230.90
SY-A1610G-AMER	
AXIS A9188 Network I/O Relay Module	
Altronix T2AXK7F8SD AXIS Communications Access and Power Integration Kit	
NP7-12 12V 7AH battery	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Kiwanis Park 2 New Doors, 2 Box Sale Cams - AXIS Controllers, Strike, Readers, Contacts, REX, AXIS Board Power/Enclosure, Cable, Batteries, Cams, Misc	\$8,007.85
SY-A1610G-B-AMER	

HES 9400-630	
HID 20NKS-00-000000 Signo 20 Mullion Reader	
Door Contacts Magnet	
REX Request to Exit Grey DS-DS160	
Altronix T1AXK3F2S 2-Door Altronix/Axis Access and Power Integration Kit	
RWC Composite CAC - 1'	
NP7-12 12V 7AH battery	
AXIS M4327-P Network Camera	
AXIS M3125-LVE Network Camera	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Indiana Pump 1 New Door, 2 Box Sale Cams - AXIS Controllers, Strike, Readers, Contacts, REX, AXIS Board Power/Enclosure, Cable, Batteries, Cams, Mounts, Misc	\$7,579.83
SY-A1210G-B-AMER	
HES 5200	
HID 20NKS-00-000000 Signo 20 Mullion Reader	
Door Contacts Magnet	
REX Request to Exit Grey DS-DS160	
Altronix T1AXK3F2S 2-Door Altronix/Axis Access and Power Integration Kit	
RWC Composite CAC - 1'	
NP7-12 12V 7AH battery	
AXIS P3735-PLE Panoramic Camera	
AXIS T94N01D Pendant Kit	
AXIS T91D61 Wall Mount 1.5in NPS, AXIS	
AXIS T91A64 Corner Bracket	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
North Pump 2 New Doors, 3 Box Sale Cams -	\$7,682.83

**AXIS Controllers, Strike, Readers, Contacts,
REX, AXIS Board Power/Enclosure, Cable,
Batteries, Cams, Mounts, Misc**

SY-A1610G-B-AMER

HES 5200

**HID 20NKS-00-000000 Signo 20 Mullion
Reader**

Door Contacts Magnet

REX Request to Exit Grey DS-DS160

**Altronix T1AXK3F2S 2-Door Altronix/Axis
Access and Power Integration Kit**

RWC Composite CAC - 1'

NP7-12 12V 7AH battery

AXIS M3125-LVE Network Camera

AXIS P3735-PLE Panoramic Camera

AXIS T94N01D Pendant Kit

AXIS T91D61 Wall Mount 1.5in NPS, AXIS

AXIS T91A64 Corner Bracket

**Miscellaneous Parts Including Conduit, Wire,
Junction Boxes, Door Contacts**

Service Technician Installation

**Kentucky Pump 1 New Door, 2 Box Sale
Cameras - AXIS Controllers, Strike, Readers,
Contacts, REX, AXIS Board Power/Enclosure,
Cable, Batteries, Cams, Mounts, Misc**

\$7,979.83

SY-A1210G-B-AMER

HES 9600-12/24-630-LBM

**HID 20NKS-00-000000 Signo 20 Mullion
Reader**

Door Contacts Magnet

REX Request to Exit Grey DS-DS160

**Altronix T1AXK3F2S 2-Door Altronix/Axis
Access and Power Integration Kit**

RWC Composite CAC - 1'

NP7-12 12V 7AH battery

AXIS P3735-PLE Panoramic Camera

AXIS T94N01D Pendant Kit	
AXIS T91D61 Wall Mount 1.5in NPS, AXIS	
AXIS T91A64 Corner Bracket	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Lakeview 2 New Doors, 4 Box Sale Cams - AXIS Controllers, Strike, Readers, Contacts, REX, AXIS Board Power/Enclosure, Cable, Batteries, Cams, Misc	\$7,449.83
SY-A1210G-B-AMER	
HES 5200	
HID 20NKS-00-000000 Signo 20 Mullion Reader	
Door Contacts Magnet	
REX Request to Exit Grey DS-DS160	
Altronix T1AXK3F2S 2-Door Altronix/Axis Access and Power Integration Kit	
RWC Composite CAC - 1'	
NP7-12 12V 7AH battery	
AXIS M3125-LVE Network Camera	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
King Park 2 New Doors, 5 Box Sale Cams - AXIS Controllers, Strike, Readers, Contacts, REX, AXIS Board Power/Enclosure, Cable, Batteries, Cams, Mounts, Misc	\$8,100.82
SY-A1210G-B-AMER	
HES 5200	
HID 20NKS-00-000000 Signo 20 Mullion Reader	
HID SIGNO20K KEYPAD	
Door Contacts Magnet	
REX Request to Exit Grey DS-DS160	
Altronix T1AXK3F2S 2-Door Altronix/Axis	

Access and Power Integration Kit	
RWC Composite CAC - 1'	
NP7-12 12V 7AH battery	
AXIS M3125-LVE Network Camera	
Miscellaneous Parts Including Conduit, Wire, Junction Boxes, Door Contacts	
Service Technician Installation	
Box Sale Cameras for MSB, Uptown, and Metro	\$44,994.00
AXIS M3125-LVE Network Camera	
AXIS M4318-PLVE Network Camera	

Proposal Exclusions
<p>We specifically exclude the following from our proposal:</p> <ul style="list-style-type: none"> • Additional components other than stated above • Permits, if necessary • Premium time, holiday time, after hours time, weekend time

Total: \$413,507.92

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

I acknowledge that a 50% down payment is required (for proposals \$5,000.00 or greater) upon acceptance of this proposal.

A service charge of 1.5% per month will be assessed on balances that remain unpaid 30 days beyond the invoice term date.

BY: Ryan Sorenson

DATE: 02/04/2026

TERMS & CONDITIONS

1. INSTALLATION TERMS AND CONDITIONS :

1. Complex Security Solutions Inc. ("CSS") agrees to furnish all the materials and labor necessary for the installation of the System in accordance with the specifications as set forth herein, and to complete the installation of the System in a careful workmanlike manner.
2. Customer authorizes and empowers CSS and its designee (whether an employee, agent, or independent contractor) to enter upon the Premises in order to install the System or cause the System to be installed. Customer warrants that it has authority from the owner and/or any other person in control of the Premises to permit the installation of the System under all conditions set forth herein.
3. CSS is hereby authorized to take any preparation such as drilling holes, driving nails, making attachments, or doing other things necessary or pertinent to the installation or service of the System. Customer acknowledges that CSS has no way of knowing whether hidden pipes, wires or other obstructions exist within walls or other concealed spaces, and it is Customer's obligation to make CSS aware of such conditions, failing which, CSS shall have no responsibility for any damage that may be caused.
4. CSS assumes no liability for delay in installation or operation of the System due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrections, acts of God, or any other cause beyond the control of CSS.
5. Customers shall provide, install and maintain all line voltage and conduit necessary for the installation, maintenance, and operation of the System.
6. If the System is to be installed according to plans and specifications for installation provided by Customer, Customer shall pay any and all costs incurred for any additions, changes, or corrections necessitated by inaccuracies, errors, discrepancies, or changes in said plans and specifications.
7. Customer has approved the location of all System Components in CSS's reasonable discretion. Any changes of location, requested by Customer after installation is commenced, will be at Customer's expense.
8. Customer acknowledges and understands that if the audible alarm has an automatic shut-off device and the alarm sounds for any reason, that it is designed to automatically shut-off after sounding for a period of time not to exceed thirty (30) minutes. Customer further acknowledges that unless attempted entry is apparent or unless Customer is notified that the System was activated, Customer will have no way of knowing that the System was activated and automatically shut-off, and that the System, therefore, must be manually restored by Customer. Customer agrees to check the System each day upon opening the Premises in order to determine whether or not the System was activated during the previous operating period.
9. Customer acknowledges it has chosen the system listed on this agreement and that additional protection may be obtained from CSS, over and above that provided herein at an additional cost to customer.
10. Customers understand that the system is sold as a deterrent only and is only part of the total security concept.
11. Customer understands that the system does not include, and the CSS does not provide, any fire or smoke alarm systems. If a customer purchases, installs and maintains at its own expense, its own fire or smoke alarm system, the customer may be able to link said system to the system if the parties expressly agree to such connection in this agreement. CSS shall not be responsible for the installation, maintenance or monitoring of customer's fire or smoke alarm system.

2. LIMITED WARRANTY :

1. Any part of the system installed under this agreement that proves to be defective in material or workmanship within one (1) year of the date of completion of installation will be repaired or replaced at CSS's option with a new or functionally operative part. Materials required to repair or replace such defective components or necessary to make mechanical adjustments to the system will be free of charge for a period of one (1) year following completion of the original installation. Labor required to replace such defective components or necessary to make mechanical adjustments to the system will be free of charge for a period of thirty (30) days following completion of the original installation and shall thereafter be billed to customer at CSS's current rate for labor.
2. The warranty printed above does not apply to the conditions listed below and in the event, customer calls CSS for service under the warranty and upon inspection by CSS it is determined that one of these conditions has led to the interoperability or the apparent interoperability of the system, a charge will be made for the service call of CSS. Should it actually be necessary to make repairs to the system due to one of the "conditions not covered by warranty," customers shall pay a charge for such work at CSS's then applicable rates for labor and material.

3. CONDITIONS NOT COVERED BY WARRANTY :

1. Damage resulting from accident, acts of God, alteration, misuse, tampering, and abuse.
2. Customer alterations to the System.
3. Failure of Customer to properly close or secure door, window, or other point protected by an Intruder System.
4. Failure of Customer to properly follow operating instructions provided by CSS at time of installation, or any time thereafter.
5. Trouble in leased telephone line.
6. Trouble due to interruption of commercial power.
7. The expense of ordinary maintenance and repair of the System due to normal wear and tear.
8. Except as set forth above CSS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the service components and other equipment, its merchantability, or its Fitness for any particular use. CSS does not represent nor warrant that the system may not be compromised or circumvented or that the system will prevent any loss by burglary, holdup, fire, or otherwise or that the system will in all cases, provide the protection for which it is installed.
9. Customer acknowledges that CSS shall not be reliable for consequential damages, that any affirmation of fact or promise made by CSS shall not be deemed to create an express warrant, that customer is not relying on CSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose, and that there are no warranties that extend beyond those on the face of this agreement. Customer has read and understands all of this agreement, including sections below which set forth CSS's maximum liability in the event of loss or damage to customer or a third party.

4. ACCEPTANCE OF INSTALLATION: Any error or omission in the construction or installation of the System must be called to the attention of CSS, in writing, within five (5) days after completion of installation. Upon the expiration of said five (5) days, the installation shall be deemed totally satisfactory to and accepted by the Customer.

5. MONITORING: Except as specifically set forth herein, CSS shall not be obligated to provide service of any type on the System. If Customer wishes CSS to service or monitor the System, such an agreement shall be expressly stated on the front of this Agreement or separately negotiated in writing.

6. GENERAL TERMS AND CONDITIONS:

1. CSS shall not be responsible nor liable for any costs or charges necessitated by changes in the standards and regulations of any regulatory agency after the date of execution of this Agreement.
 2. Except as expressly provided in the limited warranty contained in Section 2 of this Agreement, Customer shall be responsible for and shall pay CSS the costs of any additions, corrections, or changes to the System that may be requested or required after the execution of this Agreement by the Customer or by any regulatory agencies or institutions, including but not limited to, the State Fire Marshal, City Fire and Electrical Department, any insurance companies, the National Fire Protection Association, Underwritings Laboratory, Inc., or any other municipal/regulatory agencies.
 3. CSS shall not be bound by additions, corrections, or changes referred to herein, unless the changes are brought to CSS's attention in writing.
 4. Customer acknowledges that it is Customer's responsibility to bring to the attention of CSS any rules, regulations, standards, or codes that Customer may be aware of and that the System must comply with.
7. **RISK OF LOSS, DAMAGE TO SYSTEM:** Customer acknowledges and agrees that title to the System and all the System Components and equipment herein shall remain property of CSS until such time that Customer pays in full for the System Components and installation of the System. Until the System is paid for in full, Customer shall bear the entire risk of loss thereof, and repairs or reinstallation necessary due to damage to the System, caused by persons or entities other than CSS, shall be at Customer's expense.
8. **DEFAULT:**
1. If Customer defaults in the performance of any of the terms or conditions of this Agreement, CSS may pursue any one or more of the following remedies, which are cumulative and not inclusive.
 1. Recovery from Customer the total unpaid balance of the sum provided for in this Agreement (including, but not limited to fees for the System Components, installation, and monitoring);
 1. Repossess that equipment above described;
 2. Immediately cease work on the installation of the System and terminate the Agreement by giving Customer ten (10) days written notice;
 3. Pursue any remedy at law now or hereafter existing;
 4. In the event of non-payment for monitoring fees as required by this Agreement, CSS's designee (whether employee, agent or independent contractor) shall have the right and access necessary to disconnect or deprogram any System Components or equipment related to monitoring. CSS shall also be entitled to collect monitoring fees up to the disconnection date of the applicable System Components.
 2. In the event of repossession of the equipment and resale thereof, Customer shall be responsible to CSS for any deficiency remaining after applying the proceeds of resale first to all costs of repossession and resale, including but not limited to storage, repair, renovation, alteration, attorney fees, collection costs, commissions, and the to the unpaid amount of the sum agreed to in this Agreement.
9. **CUSTOMER'S PURCHASE ORDER:** It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Customer's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
10. **THIRD-PARTY INDEMNIFICATION:** Customer agrees to and shall indemnify, defend and hold harmless CSS, its employees and agents for and against all claims brought by parties other than the parties of this Agreement. This provision shall apply to all claims regardless of cause including CSS's performance or failure to perform and including defects in products, design, installation, maintenance, operation or non- operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of the CSS, its employees or agents.
11. **ACKNOWLEDGEMENT OF RISKS:** Customer acknowledges the spectrum of inherent risks that arise from non-adherence to prescribed cybersecurity best practices. CSS may propose a comprehensive array of protective strategies, these can include, but are not limited to, the employment of multi-factor authentication protocols to ensure user identity verification, the deployment of advanced firewall technologies to defend the network's periphery, the consistent application of software updates and security patches to mitigate known vulnerabilities, and the facilitation of targeted employee education programs aimed at thwarting phishing schemes and other security threats that exploit user behavior.
12. **ELECTION TO NOT INCORPORATE SECURITY MEASURES:** By electing not to incorporate CSS recommended security measures, the Customer consents to assume an elevated level of risk. This includes but is not limited to, the potential compromise and theft of sensitive data, financial losses attributable to fraudulent activities or service disruptions, and operational challenges, such as system downtime or the erosion of customer confidence.
13. **WAIVER OF LIABILITY:** By signing the agreement, the Customer agrees not to hold CSS liable for any negative outcomes that result from Customer failing to employ security measures as proposed by CSS. This waiver protects CSS from legal claims for damages that could arise from the Customer's decisions.
14. **CUSTOMERS RESPONSIBILITIES:** The Customer accepts the full spectrum of risks and consequences that may result from not taking the recommended cybersecurity actions. This means that if a security breach occurs, the client cannot blame CSS for the resultant damages, as they chose to ignore the precautions advised by the provider.
15. **CSS IS NOT AN INSURER; DAMAGES:**
1. It is understood and agreed that CSS is not an insurer; that insurance, if any, shall be obtained by customer, that payments provided herein are based solely upon the value of the system and are unrelated to the value of customer's property or the property of others located in customer's premises. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages if any, resulting loss to customer because of, among other things:
 1. The uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences that the System is designed to protect or avert;
 2. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
 3. The inability to ascertain what portion, if any of any loss would be proximately caused by CSS's failure to perform or its equipment to operate; and
 4. The nature of the System installed by CSS.
 2. Customer understands and agrees that if CSS should be found liable for loss or damage due from failure of CSS to perform any of the obligations herein, including but not limited to: installation, warranty service, or the failure of the System or equipment in any respect whatsoever, CSS's total maximum liability shall be limited to amounts paid to CSS, and that provisions of this Section shall apply whether loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non- performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of CSS, its agents, assigns, or employees. In the event that the Customer wishes CSS to assume greater liability, Customer has the right to obtain from the CSS a higher limit by paying an additional amount for the increase in liability,

and a rider shall be attached hereto setting forth such higher limit and additional costs, but such additional obligation will in no way be interpreted to hold CSS as insurer.

16. **INVALID PROVISION:** If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
17. **RIGHTS AND SUBCONTRACTORS:** Customer acknowledges and agrees that CSS may subcontract any of the work to be performed pursuant to his Agreement, including, but not limited to, installation and monitoring of the System. Customer acknowledges and agrees that this Agreement and particular those Sections relating to disclaimer of warranties, damages and indemnification, inure to the benefit of and are applicable to any subcontractors employed by CSS, in that they bind Customer with respect to said subcontractors with the same force and effect as they bind Customer to CSS.
18. **TAXES:** Customers will pay all taxes, license fees, or fines that may be assessed on the system by governing bodies, and these costs shall be in addition to any charges paid to the CSS for monitoring or any other service.
19. **PERIODIC TESTING:** Customer agrees to completely test the System at least twice a year.
20. **ATTORNEYS FEES:** In the event it shall become necessary for CSS to institute legal proceedings to collect the cost of installation, monitoring or any progress payments as set forth herein, then, in that event, the Customer shall pay CSS, reasonable attorneys' fees and costs of said legal proceedings.
21. **GOVERNING LAW; CHOICE OF FORUM:** The laws of the State of Wisconsin shall govern the interpretation of this Agreement and any disputes arising under it. The parties acknowledge that this contract originated in the State of Wisconsin and the covenants relating thereunder bear a significant relationship to said State. The parties agree that any litigation resulting from disputes arising under this Agreement shall take place in Waukesha County.
22. **NON-SOLICITATION:** Neither party shall knowingly solicit or hire, any of the other party's employees involved in the Services during the term of the Agreement and for a period of six (12) months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.
23. **ENTIRE AGREEMENT; MODIFICATIONS; ALTERATIONS; WAIVER:** This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement; and the parties rely only upon the context of this Agreement in executing it; and have not relied upon any other representations, oral or otherwise, made by the parties, their agents or employees. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
24. **NOTICES:** All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid, to the address as set forth in this Agreement or to any other address provided by the other party from time to time in writing.

BY: Ryan Sorenson

DATE: 02/04/2026



Proposal

Proposal #	1082075300
DATE	02/04/2026

CUSTOMER
City Of Sheboygan Ryan Sorenson ryan.sorenson@sheboyganwi.gov

SERVICE LOCATION

DESCRIPTION
<p>Scope of Work: PD Camera Replacement Overview This scope outlines the installation and programming of twenty-eight (28) Axis network cameras and their associated mounts. This is a replacement project involving PTZ, Fixed Dome, and Panoramic cameras. Complex Solutions will be responsible for mounting, installation, and programming the devices to ensure full system integration.</p> <p>*Unused Genetec Licenses can be reimbursed</p> <p>Scope of Work Includes</p> <p>1. Camera Installation Complex Solutions will mount and install (28) Axis cameras with specified mounting hardware at designated locations:</p> <p>(7) AXIS M5526-E PTZ Network Cameras</p> <p>Mounted using (7) AXIS TQ5001-E Wall-and-Pole Mounts.</p> <p>(19) AXIS M3126-LVE Network Cameras</p> <p>Mounted using (19) AXIS TP3201 Recessed Mounts.</p> <p>(2) Axis P3818-PVE Network Cameras (Panoramic)</p> <p>Mounted using (2) AXIS TQ3201-E Indoor/Outdoor Recessed Mounts.</p> <p>2. Camera Programming Complex Solutions will perform the following programming tasks:</p> <p>Program each of the 28 cameras with IP addresses and naming conventions.</p> <p>Set Field of View (FOV), focus, and configure motion detection/recording settings per location requirements.</p> <p>Confirm all devices are online, secure, and communicating with the Video Management System (VMS).</p>

3. System Integration

Add all new cameras to the existing recording server/VMS.

Verify recording schedules and retention settings.

Coordinate with the client to ensure remote viewing access is functional.

Warranty

Manufacturer Warranty: All AXIS cameras installed under this scope carry a standard 5-Year Manufacturer Warranty covering hardware defects.

Workmanship Warranty: Complex Solutions provides a 1-Year Warranty on all installation labor and configuration. This covers any defects related to the physical mounting, cabling termination, or programming performed by our team.

Project Notes & Assumptions

Cabling: It is assumed that existing CAT6 cabling will be reused for this replacement project. Any new cabling required is to be provided by others unless otherwise specified.

Configuration: Client to provide final IP schemes and desired naming conventions prior to start.

Standards: All installation work performed by Complex Solutions will follow Axis manufacturer best practices.

Estimate

Description	Qty	Rate	Tax	Total
PD Camera Replacement - 28 Cameras, 28 Mounts, Installation, Programming				\$35,811.44
AXIS M5526-E PTZ Network Camera				
AXIS TQ5001-E Wall-and-Pole Mount				
AXIS M3126-LVE Network Camera				
AXIS TP3201 Recessed Mount				
Axis P3818-PVE Network Camera				
AXIS TQ3201-E Indoor/Outdoor Recessed Mount				
Service Technician Installation				
Programming-System and/or devices				
Miscellaneous Parts Including Conduit, Wire, Junction Boxes				

\$35,811.44

Proposal Exclusions

We specifically exclude the following from our proposal:

- Additional components other than stated above
- Permits, if necessary
- Premium time, holiday time, after hours time, weekend time

Total:

ACCEPTANCE OF PROPOSAL: The above prices, scope, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work specified.

I acknowledge that a 50% down payment is required (for proposals \$5,000.00 or greater) upon acceptance of this proposal.

A service charge of 1.5% per month will be assessed on balances that remain unpaid 30 days beyond the invoice term date.

BY: Ryan Sorenson

DATE: 02/04/2026

TERMS & CONDITIONS

1. INSTALLATION TERMS AND CONDITIONS :

1. Complex Security Solutions Inc. ("CSS") agrees to furnish all the materials and labor necessary for the installation of the System in accordance with the specifications as set forth herein, and to complete the installation of the System in a careful workmanlike manner.
2. Customer authorizes and empowers CSS and its designee (whether an employee, agent, or independent contractor) to enter upon the Premises in order to install the System or cause the System to be installed. Customer warrants that it has authority from the owner and/or any other person in control of the Premises to permit the installation of the System under all conditions set forth herein.
3. CSS is hereby authorized to take any preparation such as drilling holes, driving nails, making attachments, or doing other things necessary or pertinent to the installation or service of the System. Customer acknowledges that CSS has no way of knowing whether hidden pipes, wires or other obstructions exist within walls or other concealed spaces, and it is Customer's obligation to make CSS aware of such conditions, failing which, CSS shall have no responsibility for any damage that may be caused.
4. CSS assumes no liability for delay in installation or operation of the System due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrections, acts of God, or any other cause beyond the control of CSS.
5. Customers shall provide, install and maintain all line voltage and conduit necessary for the installation, maintenance, and operation of the System.
6. If the System is to be installed according to plans and specifications for installation provided by Customer, Customer shall pay any and all costs incurred for any additions, changes, or corrections necessitated by inaccuracies, errors, discrepancies, or changes in said plans and specifications.
7. Customer has approved the location of all System Components in CSS's reasonable discretion. Any changes of location, requested by Customer after installation is commenced, will be at Customer's expense.
8. Customer acknowledges and understands that if the audible alarm has an automatic shut-off device and the alarm sounds for any reason, that it is designed to automatically shut-off after sounding for a period of time not to exceed thirty (30) minutes. Customer further acknowledges that unless attempted entry is apparent or unless Customer is notified that the System was activated, Customer will have no way of knowing that the System was activated and automatically shut-off, and that the System, therefore, must be manually restored by Customer. Customer agrees to check the System each day upon opening the Premises in order to determine whether or not the System was activated during the previous operating period.
9. Customer acknowledges it has chosen the system listed on this agreement and that additional protection may be obtained from CSS, over and above that provided herein at an additional cost to customer.
10. Customers understand that the system is sold as a deterrent only and is only part of the total security concept.
11. Customer understands that the system does not include, and the CSS does not provide, any fire or smoke alarm systems. If a customer purchases, installs and maintains at its own expense, its own fire or smoke alarm system, the customer may be able to link said system to the system if the parties expressly agree to such connection in this agreement. CSS shall not be responsible for the installation, maintenance or monitoring of customer's fire or smoke alarm system.

2. LIMITED WARRANTY :

1. Any part of the system installed under this agreement that proves to be defective in material or workmanship within one (1) year of the date of completion of installation will be repaired or replaced at CSS's option with a new or functionally operative part. Materials required to repair or replace such defective components or necessary to make mechanical adjustments to the system will be free of charge for a period of one (1) year following completion of the original installation. Labor required to replace such defective components or necessary to make mechanical adjustments to the system will be free of charge for a period of thirty (30) days following completion of the original installation and shall thereafter be billed to customer at CSS's current rate for labor.
2. The warranty printed above does not apply to the conditions listed below and in the event, customer calls CSS for service under the warranty and upon inspection by CSS it is determined that one of these conditions has led to the interoperability or the apparent interoperability of the system, a charge will be made for the service call of CSS. Should it actually be necessary to make repairs to the system due to one of the "conditions not covered by warranty," customers shall pay a charge for such work at CSS's then applicable rates for labor and material.

3. CONDITIONS NOT COVERED BY WARRANTY :

1. Damage resulting from accident, acts of God, alteration, misuse, tampering, and abuse.
2. Customer alterations to the System.
3. Failure of Customer to properly close or secure door, window, or other point protected by an Intruder System.
4. Failure of Customer to properly follow operating instructions provided by CSS at time of installation, or any time thereafter.
5. Trouble in leased telephone line.
6. Trouble due to interruption of commercial power.
7. The expense of ordinary maintenance and repair of the System due to normal wear and tear.
8. Except as set forth above CSS makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the service components and other equipment, its merchantability, or its Fitness for any particular use. CSS does not represent nor warrant that the system may not be compromised or circumvented or that the system will prevent any loss by burglary, holdup, fire, or otherwise or that the system will in all cases, provide the protection for which it is installed.
9. Customer acknowledges that CSS shall not be reliable for consequential damages, that any affirmation of fact or promise made by CSS shall not be deemed to create an express warrant, that customer is not relying on CSS's skill or judgment in selecting or furnishing a system suitable for any particular purpose, and that there are no warranties that extend beyond those on the face of this agreement. Customer has read and understands all of this agreement, including sections below which set forth CSS's maximum liability in the event of loss or damage to customer or a third party.

4. ACCEPTANCE OF INSTALLATION: Any error or omission in the construction or installation of the System must be called to the attention of CSS, in writing, within five (5) days after completion of installation. Upon the expiration of said five (5) days, the installation shall be deemed totally satisfactory to and accepted by the Customer.

5. MONITORING: Except as specifically set forth herein, CSS shall not be obligated to provide service of any type on the System. If Customer wishes CSS to service or monitor the System, such an agreement shall be expressly stated on the front of this Agreement or separately negotiated in writing.

6. GENERAL TERMS AND CONDITIONS:

1. CSS shall not be responsible nor liable for any costs or charges necessitated by changes in the standards and regulations of any regulatory agency after the date of execution of this Agreement.
 2. Except as expressly provided in the limited warranty contained in Section 2 of this Agreement, Customer shall be responsible for and shall pay CSS the costs of any additions, corrections, or changes to the System that may be requested or required after the execution of this Agreement by the Customer or by any regulatory agencies or institutions, including but not limited to, the State Fire Marshal, City Fire and Electrical Department, any insurance companies, the National Fire Protection Association, Underwritings Laboratory, Inc., or any other municipal/regulatory agencies.
 3. CSS shall not be bound by additions, corrections, or changes referred to herein, unless the changes are brought to CSS's attention in writing.
 4. Customer acknowledges that it is Customer's responsibility to bring to the attention of CSS any rules, regulations, standards, or codes that Customer may be aware of and that the System must comply with.
7. **RISK OF LOSS, DAMAGE TO SYSTEM:** Customer acknowledges and agrees that title to the System and all the System Components and equipment herein shall remain property of CSS until such time that Customer pays in full for the System Components and installation of the System. Until the System is paid for in full, Customer shall bear the entire risk of loss thereof, and repairs or reinstallation necessary due to damage to the System, caused by persons or entities other than CSS, shall be at Customer's expense.
8. **DEFAULT:**
1. If Customer defaults in the performance of any of the terms or conditions of this Agreement, CSS may pursue any one or more of the following remedies, which are cumulative and not inclusive.
 1. Recovery from Customer the total unpaid balance of the sum provided for in this Agreement (including, but not limited to fees for the System Components, installation, and monitoring);
 1. Repossess that equipment above described;
 2. Immediately cease work on the installation of the System and terminate the Agreement by giving Customer ten (10) days written notice;
 3. Pursue any remedy at law now or hereafter existing;
 4. In the event of non-payment for monitoring fees as required by this Agreement, CSS's designee (whether employee, agent or independent contractor) shall have the right and access necessary to disconnect or deprogram any System Components or equipment related to monitoring. CSS shall also be entitled to collect monitoring fees up to the disconnection date of the applicable System Components.
 2. In the event of repossession of the equipment and resale thereof, Customer shall be responsible to CSS for any deficiency remaining after applying the proceeds of resale first to all costs of repossession and resale, including but not limited to storage, repair, renovation, alteration, attorney fees, collection costs, commissions, and the to the unpaid amount of the sum agreed to in this Agreement.
9. **CUSTOMER'S PURCHASE ORDER:** It is understood and agreed by and between the parties hereto that if there is any conflict between this Agreement and Customer's purchase order or any other document, this Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.
10. **THIRD-PARTY INDEMNIFICATION:** Customer agrees to and shall indemnify, defend and hold harmless CSS, its employees and agents for and against all claims brought by parties other than the parties of this Agreement. This provision shall apply to all claims regardless of cause including CSS's performance or failure to perform and including defects in products, design, installation, maintenance, operation or non- operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability on the part of the CSS, its employees or agents.
11. **ACKNOWLEDGEMENT OF RISKS:** Customer acknowledges the spectrum of inherent risks that arise from non-adherence to prescribed cybersecurity best practices. CSS may propose a comprehensive array of protective strategies, these can include, but are not limited to, the employment of multi-factor authentication protocols to ensure user identity verification, the deployment of advanced firewall technologies to defend the network's periphery, the consistent application of software updates and security patches to mitigate known vulnerabilities, and the facilitation of targeted employee education programs aimed at thwarting phishing schemes and other security threats that exploit user behavior.
12. **ELECTION TO NOT INCORPORATE SECURITY MEASURES:** By electing not to incorporate CSS recommended security measures, the Customer consents to assume an elevated level of risk. This includes but is not limited to, the potential compromise and theft of sensitive data, financial losses attributable to fraudulent activities or service disruptions, and operational challenges, such as system downtime or the erosion of customer confidence.
13. **WAIVER OF LIABILITY:** By signing the agreement, the Customer agrees not to hold CSS liable for any negative outcomes that result from Customer failing to employ security measures as proposed by CSS. This waiver protects CSS from legal claims for damages that could arise from the Customer's decisions.
14. **CUSTOMERS RESPONSIBILITIES:** The Customer accepts the full spectrum of risks and consequences that may result from not taking the recommended cybersecurity actions. This means that if a security breach occurs, the client cannot blame CSS for the resultant damages, as they chose to ignore the precautions advised by the provider.
15. **CSS IS NOT AN INSURER; DAMAGES:**
1. It is understood and agreed that CSS is not an insurer; that insurance, if any, shall be obtained by customer, that payments provided herein are based solely upon the value of the system and are unrelated to the value of customer's property or the property of others located in customer's premises. Customer acknowledges that it is impractical and extremely difficult to fix the actual damages if any, resulting loss to customer because of, among other things:
 1. The uncertain amount or value of Customer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences that the System is designed to protect or avert;
 2. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
 3. The inability to ascertain what portion, if any of any loss would be proximately caused by CSS's failure to perform or its equipment to operate; and
 4. The nature of the System installed by CSS.
 2. Customer understands and agrees that if CSS should be found liable for loss or damage due from failure of CSS to perform any of the obligations herein, including but not limited to: installation, warranty service, or the failure of the System or equipment in any respect whatsoever, CSS's total maximum liability shall be limited to amounts paid to CSS, and that provisions of this Section shall apply whether loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non- performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of CSS, its agents, assigns, or employees. In the event that the Customer wishes CSS to assume greater liability, Customer has the right to obtain from the CSS a higher limit by paying an additional amount for the increase in liability,

and a rider shall be attached hereto setting forth such higher limit and additional costs, but such additional obligation will in no way be interpreted to hold CSS as insurer.

16. **INVALID PROVISION:** If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.
17. **RIGHTS AND SUBCONTRACTORS:** Customer acknowledges and agrees that CSS may subcontract any of the work to be performed pursuant to his Agreement, including, but not limited to, installation and monitoring of the System. Customer acknowledges and agrees that this Agreement and particular those Sections relating to disclaimer of warranties, damages and indemnification, inure to the benefit of and are applicable to any subcontractors employed by CSS, in that they bind Customer with respect to said subcontractors with the same force and effect as they bind Customer to CSS.
18. **TAXES:** Customers will pay all taxes, license fees, or fines that may be assessed on the system by governing bodies, and these costs shall be in addition to any charges paid to the CSS for monitoring or any other service.
19. **PERIODIC TESTING:** Customer agrees to completely test the System at least twice a year.
20. **ATTORNEYS FEES:** In the event it shall become necessary for CSS to institute legal proceedings to collect the cost of installation, monitoring or any progress payments as set forth herein, then, in that event, the Customer shall pay CSS, reasonable attorneys' fees and costs of said legal proceedings.
21. **GOVERNING LAW; CHOICE OF FORUM:** The laws of the State of Wisconsin shall govern the interpretation of this Agreement and any disputes arising under it. The parties acknowledge that this contract originated in the State of Wisconsin and the covenants relating thereunder bear a significant relationship to said State. The parties agree that any litigation resulting from disputes arising under this Agreement shall take place in Waukesha County.
22. **NON-SOLICITATION:** Neither party shall knowingly solicit or hire, any of the other party's employees involved in the Services during the term of the Agreement and for a period of six (12) months from the termination thereof, without the express written consent of the other party. This provision shall not restrict the right of either party to solicit or recruit generally in the media.
23. **ENTIRE AGREEMENT; MODIFICATIONS; ALTERATIONS; WAIVER:** This Agreement is intended by the parties as a final expression of their agreement and is a complete and exclusive statement of the terms thereof. This Agreement supersedes all prior representations, understandings or agreements of the parties; there are no prior writings, verbal negotiations, understandings, representations or agreements not expressed in this Agreement; and the parties rely only upon the context of this Agreement in executing it; and have not relied upon any other representations, oral or otherwise, made by the parties, their agents or employees. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.
24. **NOTICES:** All notices to be given hereunder shall be in writing and may be served either personally or by mail, postage prepaid, to the address as set forth in this Agreement or to any other address provided by the other party from time to time in writing.

BY: Ryan Sorenson

DATE: 02/04/2026