

**Requisition  
W.I.C. PROGRAM**

Req # 00260546

PO #

Date: 07/21/14

Bill To: x  
x

Vendor: 133655  
SUPERIOR ALARMS  
P. O. BOX 3097  
MCALLEN TX 78502  
FAX (956)971-6395

Ship To: W.I.C. PROGRAM  
3105 W. UNIVERSITY DR  
EDINBURG TX 78539

Contact: mgonzalez  
956-381-4646

Contract No:

Special Instructions:  
ALARM SYSTEM FOR THE LACTATION CENTER

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Texas Buyboard & HGAC 409-12 & 409-12 DO NOT DUPLICATE ORDER		
1.00	EACH	1- XT-30CELL PANEL, ((DMP LINE 504)	222.00	222.00
1.00	EACH	TOUCHSCREEN KEYPAD (PART NOT ON BUYBOARD)	199.00	199.00
2.00	EACH	DOOR CONTACT( DMP LINE 80)	5.85	11.70
2.00	EACH	MOTION DETECTORS (BOSCH LINE 145)	52.93	105.86
1.00	EACH	GLASSBREAK SENSORS- (DMP LINE 390)	45.60	45.60
1.00	EACH	INTERIOR SIREN (DMP) LINE 25	7.35	7.35
1.00	EACH	EXTERIOR SIREN (VIDEOFIED LINE 14)	229.50	229.50
1.00	EACH	LABOR & WIRE SYSTEM DESINGN & INTEGRATION (OTHER SERVICES LINE 2)	260.00	260.00
1.00	EACH	MONITORING SERVICES FOR SEPT. 2014 GRANT ENDS 9/30/14	25.00	25.00
		<u>Account No</u>	<u>Encumbrance</u>	
		4-1292-441-00-350-001-4-413	50.00	
			Freight	.00
			Total	1,106.01
		MONITORING SERVICES FOR 2 MONTHS WILL ENCUMBER REST WITH NEW FY 2015 GRANT		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_



600 Ash Avenue - P.O. Drawer 3097  
McAllen, TX 78501  
State Lic. B4881 - Fire Lic. ACR-86318-816  
Tel. (956) 682-6005 - Fax (956) 213-1179

*We send the police there in a hurry!*

*Req 260546  
Agenda 45897*

Monday, August 04, 2014

HIDALGO COUNTY WIC  
ATTN: MARGARITA  
3001 N. 23<sup>RD</sup>. ST.  
MCALLEN, TX  
381-4632

We are pleased to submit the following proposal for an Security System & Monitoring Services at the above location.

TRIM OUT OF SECURITY SYSTEM TO INCLUDE:

1	XT-30CELL PANEL	\$222.00ea.	
1	TOUCHSCREEN KEYPAD	\$199.00(PART NOT ON BUYBOARD)	
2	DOOR CONTACT	\$5.85ea.	
2	MOTION DETECTORS	\$52.93ea.	
1	GLASSBREAK SENSORS	\$45.60ea.	
1	INTERIOR SIREN	\$7.35ea.	
1	EXTERIOR SIREN	\$229.50ea.	
1	LABOR/WIRE <b>SYSTEM DESINGN &amp; INTEGRATION</b>	\$260.00	\$

**TOTAL INVESTMENT \$1,081.01+TAX EXEMPT**

TEXAS BUYBOARD & HGAC #409-12 & 401-12

WE WILL UTILIZE EXISTING WIRING

MONTHLY MONITORING:

1	MONTHLY WIRELESS <b>MONITORING@</b> \$25.00 ( <b>WIRELESS MONITORING</b> )	<b>\$25.00+TAX EXEMPT</b>
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We agree to the above system design and the terms listed below and authorize Superior Alarms to begin work. We also agree to sign a commercial sales agreement.

\_\_\_\_\_  
Authorization

\_\_\_\_\_  
Date

(Note: THIS PROPOSAL IS PROPRIETARY INFORMATION AND ANY DISCLOSURE TO ANY PARTY IS PROHIBITED.)

Thank you for the opportunity to serve you with your security needs. If you have any questions feel free to call me at 682-6005X216.

Sincerely,  
Flor Salazar  
Sales Representative

# COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER \_\_\_\_\_ COMMUNICATOR MAKE & MODEL DATE ON LINE \_\_\_\_\_ DEALER \_\_\_\_\_ Flor

**SUBSCRIBER**  
 NAME Hidalgo County WIC  
 ADDRESS 3001 W. 23rd  
McAllen, TX  
 CITY STATE ZIP CODE \_\_\_\_\_  
 TEL. NO. ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
 FAX NO. ( ) \_\_\_\_\_ S.S. NO. \_\_\_\_\_  
 TDL# \_\_\_\_\_ Email \_\_\_\_\_

**COMPANY**  
**Superior Alarms**  
 600 Ash Avenue, McAllen, TX 78501  
 Ph. (956) 682-6005  
 FAX (956) 213-1179

**RECEIVED**  
 SEP 19 2014  
 By WFO Li Zou

**LOCATION OF ALARM DEVICES**  
 Physical Address SAME City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Directions to Subscriber's Location: \_\_\_\_\_

**CONDITIONS MONITORED**  
 Fire  Hold-up  Burglar  Panic  Low Battery  Medical  Close  Open  Other call  
**TYPE OF INSTALLATION**  
 Business  Warehouse  Office  Store  Factory  Other \_\_\_\_\_

**CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)**

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE		ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE	
				YES	NO	YES	NO					YES	NO	YES	NO

**LOCAL AUTHORITIES TO BE NOTIFIED**

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	<u>McAllen P.D.</u>	( ) _____
	Local Fire Department	_____	( ) _____
	Other	_____	( ) _____
	Other	_____	( ) _____

**AUTHORIZED INDIVIDUALS TO BE NOTIFIED**  
 IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		( )	( )	
2		( )	( )	
3		( )	( )	
4		( )	( )	
5		( )	( )	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

**FOR OPEN / CLOSE MONITORING ONLY**

Check for appropriate open/close:  
 Log only (no action)  Supervised (action outside specified timed) Action to be taken \_\_\_\_\_  
 Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Early Open Allowance \_\_\_\_\_  
 Late Open Allowance \_\_\_\_\_  
 Late Close Allowance \_\_\_\_\_  
 Mailed to: \_\_\_\_\_

Activity Report  Yes  No  Monthly

**FEES • TERMS • PAYMENTS**

INITIAL TERM: 1 Year(s)  Annual Fee \$ 300.00 + tax  
12 No. of payments equal payments of \$ 25.00, each payable monthly on the 1st day of \_\_\_\_\_

# TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

## I. Introductory Provision

This Alarm Monitoring Agreement (hereinafter called this "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber indicated on the front page of this Agreement.

## II. Monitoring Service

A. Subscriber has furnished Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list, in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm devices") located on the premises of Subscriber as described under heading "Location of Alarm Devices" on the front page of this Agreement (hereinafter called the "Premises"). Company shall have no responsibility for the failure, neglect or refusal of any party at a station to respond to the condition nor for errors or mistakes made by Subscriber in the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 5 days) after the notification is received by Company.

B. Company shall only monitor the occurrence of conditions and events marked under heading "Conditions Monitored" on the front page of this Agreement, and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by a direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station so contacted is unsatisfactory in the sole discretion of Company (hereinafter, collectively, call the "Service"); provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported; and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (i) Subscriber shall have completed, to the extent satisfactory to Company, the information required of Subscriber on the front page of this Agreement and shall have signed this Agreement in the two indicated places, (ii) an authorized agent of Company shall have signed this Agreement after completion of the information on the front page required of Subscriber, (iii) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (iv) when the installer (or other qualified individual) of the alarm devices on the Premises of Subscriber shall have sent an acceptable test signal received and acknowledged as acceptable by Company on the alarm devices of Subscriber which monitors the occurrence of Conditions Monitored.

## III. Monitoring Service Fees and Renewal

A. For the Service required of Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter call the "fee") set forth under heading "Fees - Terms - Payments", on the front page of this Agreement in the manner likewise set forth on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or \$5.00, whichever is more.

B. This Agreement shall be for the initial Term set forth in the heading "Fees - Terms - Payments" on the front page of this Agreement, and shall be automatically renewed for successive like periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof to Company) unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of Initial Term or the next renewal period of this Agreement, as applicable. If, for any renewed period after the Initial Term, Company shall determine an increase in the fee is appropriate, or a change in the method of payment is proper, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the next renewal period, and if this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any term, provision or covenant of this Agreement, other than the payment of installment of the fee, and shall not cure such failure within ten (10) days after written notice thereof to Subscriber, or (iii) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion to, without any notice or demand whatsoever: (i) terminate this Agreement, discontinue the service to the Subscriber and recover then matured installments of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (ii) recover then matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Subscriber shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement for the continued Service. Pursuit by Company of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

## IV. Limitation on Liability

A. Company owns none of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof; and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. After written notice (stating an effective date) to Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become so disabled or so substantially damaged that further Service to the Subscriber is reasonable impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while interruption of Service is due to any such cause whether at the Premises or the monitoring location of Company. Since signals from alarm devices to company are usually received by means of the telephone system, Company shall not be responsible for interruption in Service due to any telephone or telephone service failure. The availability of Service and response times are, in the main, governed by the telephone system; and Company assumes no liability for delays caused by said system regardless of where such failure be located.

B. Subscriber is responsible for complying with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may impose fines, penalties or charges for any false alarm or signal which summons emergency aid unnecessarily. **SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES.** Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals, if Company determines in its sole discretion that excessive generation continues after such notice to Subscriber.

**C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTY THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION.** For all these reasons, Subscriber is responsible for insuring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber whatsoever for the Service, except to the extent specified in Paragraph E, below. Subscriber acknowledges and agrees that Company is not an insurer and that the fee is not designed to provide insurance coverage. **COMPANY MAKES NO GUARANTY, REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL IN ALL CASES PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, MULTIPLE DAMAGES, INCLUDING PAIN AND SUFFERING, AND REASONABLE ATTORNEY'S FEES AND COSTS, SHALL BE AWARDED TO SUBSCRIBER.**

**ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER. EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OF GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR \$250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.**

F. In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes any claim or commences any action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

**G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.**

## ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

**X**  
SUBSCRIBER

## V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that: (i) any such assignee or subcontractor shall have and be entitled to exercise any and all discretion, rights and powers of Company, under this Agreement, but such subcontractor's or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor or assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter have as against Company (Subscriber reserving his right to have recourse directly against Company on account of any such defenses or claims), and (iii) if Company shall fully assign its rights under this Agreement and give written notice thereof to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (ii) above) and, (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

## VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, telecopy or other similar form of rapid transmission, or personally delivered to the receiving party. All such communications shall be mailed, sent or delivered at the physical address indicated on the first page of this agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when accepted for by Subscriber or Company, as the case may be. All invoices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory provision of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by both parties.

Part Number	Description	List Price	Buyboard Price
XR500L-G	Panel, in 350 enclosure (includes 50 VA Transformer)	\$ 500.57	\$ 350.40
XR500L-R	Panel, in 350 enclosure (includes 56 VA Transformer)	\$ 567.43	\$ 397.20
XR500NA-G	Panel, built-in IP, in 350A enclosure (includes 50 VA Transformer)	\$ 762.86	\$ 534.00
XR500NFC-R	Fire Control Panel, in red enclosure (includes wire-in 56 VA Transformer)	\$ 951.21	\$ 665.85
XR500NK-G	Panel, built-in IP, in 341 ATM enclosure (includes 50 VA Transformer)	\$ 741.00	\$ 518.70
XR500-NL-G	Panel, built-in IP, in 350 enclosure (includes 50 VA Transformer)	\$ 741.00	\$ 518.70
XR500NL-R	Panel, built-in IP, in 350 enclosure (includes 56 VA Transformer)	\$ 802.93	\$ 562.05
XR500NPCB	Panel, Board only (includes 50 VA Transformer)	\$ 416.79	\$ 291.75
XR500NPCB	Panel, built-in IP, Board only (includes 50 VA Transformer)	\$ 656.57	\$ 459.60
XR500NX-G	Panel, built-in IP, in 352 enclosure (includes wire-in 100 VA Transformer)	\$ 1,092.43	\$ 764.70
XR500NXP-G	Panel, built-in IP, in 352 enclosure, 505-12 (100 VA)	\$ 1,271.78	\$ 890.25
XR500X-G	Panel, in 352 enclosure (includes wire-in 100 VA Transformer)	\$ 842.36	\$ 589.65
XR500XP-G	Panel, in 352 enclosure, 505-12 (100 VA)	\$ 1,021.71	\$ 715.20
XT30CDNPCB	Panel, Board only, with Cellular Modem, Dialer, Network	\$ 470.79	\$ 329.55
XT30CDPCB	Panel, Board only, with Cellular Modem, Dialer	\$ 317.14	\$ 222.00
XT30CDS-G	Panel, in 340 enclosure, with Dialer, Cellular Modem	\$ 331.93	\$ 232.35
XT30CNS-G	Panel, in 340 enclosure, with Cellular Modem, Network	\$ 463.93	\$ 324.75
XT30CPCB	Panel, Board only, with Cellular	\$ 294.00	\$ 205.80
XT30CS-G	Panel, in 340 enclosure, with Cellular Modem	\$ 308.79	\$ 216.15
XT30DNPCB	Panel, Board only, with Dialer, Network	\$ 272.14	\$ 190.50
XT30DNS-G	Panel, in 340 enclosure, with Cellular Modem, Dialer, Network	\$ 485.79	\$ 340.05
XT30DNS-G	Panel, in 340 enclosure, with Dialer, Network	\$ 287.14	\$ 201.00
XT30DPCB	Panel, Board only, with Dialer	\$ 95.36	\$ 66.75
XT30DS/7360- _	XT30D Panel, 7360 Icon LCD Keypad, 321 Transformer, 6 per shipment	\$ 887.14	\$ 621.00

Part Number	Description	List Price	Buyboard Price
1346	ProxKey II Access Device	\$ 11.57	\$ 8.10
1351	HID ProxPass, Active credential for automobiles	\$ 53.14	\$ 37.20
1386	ISOProx II Card	\$ 14.36	\$ 10.05
3012	Clip on Tamper Switch	\$ 6.21	\$ 4.35
6155	Sharpshooter PIR, 45'x45'	\$ 82.07	\$ 57.45
1076C	1" Door Contact	\$ 17.79	\$ 12.45
1085TW	Surface Mount Contact, Wide Gap	\$ 8.36	\$ 5.85
1085TW-M	Surface Mount Contact, Wide Gap, Brown	\$ 8.36	\$ 5.85
1100DH-W	Wireless High Power Receiver for XT Panel	\$ 148.29	\$ 103.80
1100DI-W	Wireless In-Line Receiver for XT Panel	\$ 63.86	\$ 44.70
1100D-W	Wireless Receiver for XT Panel	\$ 106.07	\$ 74.25
1100RBAT	Wireless Repeater Replacement Battery	\$ 21.00	\$ 14.70
1100R-W	Wireless Repeater	\$ 277.50	\$ 194.25
1100XH-W	Wireless High Power Receiver for XR100 and XR500 Series Panels	\$ 170.14	\$ 119.10
1100XTANT/10	Replacement Antenna for XT50 (package of 10)	\$ 17.79	\$ 12.45
1100X-W	Wireless Receiver for XR100 and XR500 Series Panels	\$ 127.71	\$ 89.40
1101-HSG-B/10	Wireless Transmitter Housing (package of 10)	\$ 30.00	\$ 21.00
1101-HSG-C/10	Wireless Transmitter Housing (package of 10)	\$ 30.00	\$ 21.00
1101-HSG-W/10	Wireless Transmitter Housing (package of 10)	\$ 30.00	\$ 21.00
1101MAG-B/10	Magnet with mounting accessories (package of 10)	\$ 39.86	\$ 27.90
1101MAG-C/10	Magnet with mounting accessories (package of 10)	\$ 39.86	\$ 27.90
1101MAG-W/10	Magnet with mounting accessories (package of 10)	\$ 39.86	\$ 27.90
1101-W	Universal Wireless Transmitter	\$ 60.21	\$ 42.15
1101-W/100	Universal Wireless Transmitter (package of 100)	\$ 5,442.85	\$ 3,810.00
1102-W	Universal Wireless Transmitter, external contacts only	\$ 55.50	\$ 38.85
1103-W	Universal Wireless Transmitter, external contacts only	\$ 85.29	\$ 59.70
1105-HSG-B/10	Universal Wireless Transmitter Housing (package of 10)	\$ 21.86	\$ 15.30
1105-HSG-C/10	Universal Wireless Transmitter Housing (package of 10)	\$ 21.86	\$ 15.30

Part Number	Description	List Price	Buyboard Price
CR17450	3V Lithium Battery for 1126	\$ 10.93	\$ 7.65
CR2032/10	3V Coincell Lithium Battery for 1145 Key Fobs (package of 10)	\$ 5.36	\$ 3.75
CR2430/10	3V Coincell Lithium Battery for 1107 Wireless Transmitter (package of 10)	\$ 31.29	\$ 21.90
CR2450/10	3V Coincell Lithium Battery for 1139 Bill Trap (package of 10)	\$ 39.64	\$ 27.75
CX-702	Optex 70' x 70' PIR	\$ 153.86	\$ 107.70
DESIGNER SERIES COVERS	Please visit our website to view all 27 options. <a href="http://www.dmp.com/designerseries">www.dmp.com/designerseries</a>	\$ 45.00	\$ 31.50
DX-40	Optex PIR Microwave Detector	\$ 102.00	\$ 71.40
DX-60	Optex PIR Microwave Detector	\$ 121.07	\$ 84.75
EPAD	Virtual Keypad	\$ 265.29	\$ 185.70
ES501	Transformer Enclosure (4.25" x 5.625" x 2.5")	\$ 30.43	\$ 21.30
ES502	Transformer Enclosure (4.25" x 5.625" x 3.75")	\$ 30.43	\$ 21.30
EVD-1	Electronic Vibration Detector	\$ 346.93	\$ 242.85
EVD-2	Vibration Detection System	\$ 577.93	\$ 404.55
EVD-R	Electronic Vibration Detector Remote Pickup	\$ 130.93	\$ 91.65
EX-35T	Optex 35' x 35' PIR	\$ 34.07	\$ 23.85
FG-730	Glassbreak Detector	\$ 65.14	\$ 45.60
FL-60N	Optex Extremely Dense Curtain Lense (set of 6)	\$ 14.57	\$ 10.20
FX-360	Optex 360° PIR	\$ 80.36	\$ 56.25
GP-23	Hidden Wire Surface Mount Door Contact	\$ 3.86	\$ 2.70
GP-23/10	Hidden Wire Surface Mount Door Contact (package of 10)	\$ 25.29	\$ 17.70
HSC BRACKET	L-Bracket for Mounting HSC-1 and HSC-2	\$ 14.14	\$ 9.90
HSC-1	High Security Contact Switch	\$ 138.64	\$ 97.05
HUB-M	Hold-up Button	\$ 17.79	\$ 12.45
HUB-T	Two-set Hold-up Button	\$ 32.14	\$ 22.50
ICOMSL-12V/AA	For 12V Non-DMP Intrusion panels	\$ 457.93	\$ 320.55
ICOMSL-12V/NACT	For 12V Non-DMP Fire systems	\$ 511.71	\$ 358.20
ICOMSL-24V/NACT	For 24V Non-DMP Fire systems	\$ 511.71	\$ 358.20
ICOMSLPCB	Replacement board. Includes PCB, housing and mounting hardware	\$ 414.43	\$ 290.10
ICOMSL-XR/AA	For XRSuper6M, XR20M, and XR40M Command Processor Panels	\$ 427.50	\$ 299.25
KX-08	Optex Ceiling Mount PIR	\$ 61.29	\$ 42.90
LX-402	Optex Outdoor 40' x 50' PIR	\$ 142.93	\$ 100.05
MET-44WG-18	Overhead Door Contact, Small Size, Wide Gap	\$ 26.36	\$ 18.45
MP-5365	MiniProx Proximity Reader	\$ 351.00	\$ 245.70

Part Number	Description	List Price	Buyboard Price
300	Replacement Harness for keypads (4 wire)	\$ 4.71	\$ 3.30
301	Replacement Enclosure Lock	\$ 3.21	\$ 2.25
302	Two-Pin Jumper (package of 10)	\$ 3.21	\$ 2.25
303	Silence/Reset Push Button Kit	\$ 12.64	\$ 8.85
305	Plug-in Output Relay	\$ 7.71	\$ 5.40
306	Tamper Harness	\$ 2.36	\$ 1.65
307	Clip-on Tamper Switch	\$ 15.86	\$ 11.10
308	10K Ohm Replacement EOL Resistor with wire leads	\$ 2.36	\$ 1.65
309	3.3K Ohm Replacement EOL Resistor with wire leads	\$ 2.36	\$ 1.65
310	1K Ohm Resistor with wire leads	\$ 2.36	\$ 1.65
311	1K Ohm Replacement EOL Resistor (pkg of 10)	\$ 2.36	\$ 1.65
318	Battery Harness for standard battery leads	\$ 14.57	\$ 10.20
319	3 Amp fuses (for use with SCS-1R Receiver), (pkg of 5)	\$ 6.00	\$ 4.20
320	16.5 VAC 40 VA Wire-in Transformer	\$ 30.64	\$ 21.45
321	16.5 VAC 40 VA Plug-in Transformer	\$ 14.36	\$ 10.05
322	16.5 VAC 56 VA Wire-in Transformer with enclosure	\$ 84.43	\$ 59.10
323	100 VA Transformer Mounting Kit for 350 or 350A Enclosure	\$ 76.93	\$ 53.85
324	16 V 100 VA Wire-in Transformer Enclosure	\$ 95.36	\$ 66.75
325	Terminal Strip with Cover for wire-in transformers and bracket	\$ 6.21	\$ 4.35
327	16.5 VAC 50 VA Plug-in Transformer	\$ 12.86	\$ 9.00
330	Dual-ended 4-wire harness	\$ 7.71	\$ 5.40
332	Black lanyard with split ring	\$ 5.79	\$ 4.05
333	Noise Suppressor for 733/734	\$ 17.36	\$ 12.15
335	Indoor siren	\$ 10.50	\$ 7.35
358	RJ Phone block	\$ 2.14	\$ 1.50
365	12 VDC Lead-Acid Battery (9.0 Ah)	\$ 33.43	\$ 23.40
366	12 VDC Lead-Acid Battery (18 Ah)	\$ 61.93	\$ 43.35
367	12 VDC Lead-Acid Battery (7.7 Ah)	\$ 63.86	\$ 44.70
368	12 VDC Battery (4.5 Ah)	\$ 21.00	\$ 14.70
369	12 VDC Battery (7.0 Ah)	\$ 25.50	\$ 17.85
370	Lightning Suppressor	\$ 81.21	\$ 56.85
374	Surge Voltage Suppressor	\$ 9.86	\$ 6.90
376	12 VDC Plug-in Power Supply	\$ 28.50	\$ 19.95
377	Trouble Annunciator Module for XR5FC and XR5SL	\$ 38.14	\$ 26.70
378	12 VDC Barrell connector with leads	\$ 6.43	\$ 4.50

Part Number	Description	List Price	BuyboardPrice
V6000 GPRS Repair	Pro Panel only with cell modem	\$ 954.00	\$ 667.80
V6000P2 Repair	Xtender Panel only with discontinued ethernet	\$ 954.00	\$ 667.80
LS 14500 / 500205	AA Cell Lithium - Peripherals Battery	\$ 7.07	\$ 4.95
LSH 20 / 700060	D Cell Lithium - Control Panel Battery	\$ 29.25	\$ 20.47
E95 VP	D Cell Alkaline - Siren Battery	\$ 3.00	\$ 2.10
Frontel	Frontel Central Station Software	\$ 10,714.28	\$ 7,499.99
Frontel- R	Frontel Central Station Software-- for retail / end-user sales	\$ 11,785.70	\$ 8,249.99
PPR 600	Police Priority Response Kit	\$ 3,948.55	\$ 2,763.99
DCV 250	*REPLICA* Outdoor Motionviewer	\$ 21.32	\$ 14.92
TMT-i Software	USB Programming and Remote Maintenance Software (requires USB TMT below)	call	call
USB TMT	USB Program and Maintenance Cable for TMT-I Install Software	\$ 85.71	\$ 60.00
SE 601	Indoor Siren	\$ 212.14	\$ 148.50
SE 651	Outdoor Siren with Strobe	\$ 327.86	\$ 229.50
DCV 601	Indoor Motionviewer™ (no external bracket required)	\$ 282.86	\$ 198.00
DCV 651	Outdoor Motionviewer™ (compatible with MB 601 Mounting Bracket)	\$ 764.23	\$ 534.96
PIR 601	Indoor Wireless PIR (no camera)	\$ 130.71	\$ 91.50
SD 601	Smoke Detector	\$ 207.86	\$ 145.50
CT 601	Door/Window Sensor - White	\$ 88.71	\$ 62.10
MB 601	Mounting Bracket for DCV 651: 2"--6" Kit	\$ 29.89	\$ 20.92
PAN 864	Magnetic Base for MB 601 Mounting Bracket	\$ 24.64	\$ 17.25
CMA 601	Alpha Keypad	\$ 332.14	\$ 232.50
RC 601	Portable Remote	\$ 111.43	\$ 78.00
BR 651	Prox Card Arming Station (Includes 1 Prox Tag)	\$ 182.14	\$ 127.50
VT 100	Additional Prox Tags (10 pack)	\$ 72.86	\$ 51.00
VT 101	Single Prox Tags	\$ 7.50	\$ 5.25
PP 1	4 D-Cell Lithium Batteries LSH 20 (XT panels)	\$ 119.57	\$ 83.70
PP 2	8 D-Cell Alkaline Batteries E95 VP (XL panels)	\$ 24.00	\$ 16.80
PP 4	12V DC Power Adapter w/ 4 E95 VP (XT panels)	\$ 49.29	\$ 34.50
XL 600	Indoor Light Commercial / Resi Panel	\$ 739.28	\$ 517.50



Phone: 800-695-2919  
 Fax: 800-211-5454  
 Email: info@buyboard.com

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**Vendor Name:** Superior Alarms

**Address:** 600 Ash Avenue  
 McAllen, TX 78501

**Phone Number:** (956) 682-6005

**Email:** buyboard@superioralarms.com

**Federal ID:** 74-2420252

**Contact:** Colin Ashburn

**Accepts RFQs:** Yes

**Minority Owned Vendor:** No

**Women Owned Vendor:** No

**Contract Name:** Fire & Security Systems & Monitoring

**Contract#:** 401-12

**Effective Date:** 10/01/2012

**Expiration Date:** 09/30/2015

**Payment Terms:** 1%in 10/Net 30 days

**Delivery Days:** 10

**Shipping Terms:** Pre-paid and added to invoice

**Freight Terms:** FOB Shipping Point

**Ship Via:** Common Carrier

**Region Served:** All Texas Regions

**States Served:** All States

**Contract Exceptions:** TX Dept of Pub Safety License for Security Contractor - Alarm Systems Co. (expires 3/31)  
 State of Texas Fire Alarm Certificate of Registration (expires 11/14/2013)

**Quote Reference Number:** 401-12

**Return Policy:** returns accepted on new parts within 30 days if in manufacturer's sealed box.

**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)

Contact us 800-695-2919



600 Ash Avenue- P.O. Drawer 3097  
McAllen, TX 78501  
State Lic. B4881 - Fire Lic. ACR-86318-816  
Tel. (956) 682-6005 - Fax 213-1147

*We send the police there in a hurry!*

June 18<sup>th</sup>, 2013

Addendum to Commercial Alarm Monitoring Agreement between the County of Hidalgo and Superior Alarms whether already existing or a new agreement after the date of this addendum.

1. The County of Hidalgo is allowed to terminate this Agreement at any time without cause on 30 days written notice to customer.
2. Paragraph IV. B. add to beginning of paragraph : "Any indemnity of Subscriber herein is limited to the extent Subscriber is allowed by law to indemnify or grant an indemnity,"

County of Hidalgo  
2802 South Business Highway 281  
Edinburg, Texas 78539  
956-318-2626

Superior Alarms  
600 Ash Avenue  
McAllen, Texas 78501  
800-580-6001

\_\_\_\_\_  
Title

  
\_\_\_\_\_  
President

Zimbra: RE: Superior Alarms Monitoring Agreement

<http://email.co.hidalgo.tx.us/#3>

Mall Address Book Calendar Tasks BriefCase  
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**Superior Alarms Monitoring Agreement**

From: Connie Burkett  
To: Tanya De Lira  
Cc: martha salazar, Matilde Faz, Liza Lopez, Alfredo D. Garcia

Good morning, Tanya!

I apologize for the delay in responding. I had several emails, including yours, that were trapped by our spam filter yesterday afternoon. Hidalgo County can enter into a service agreement with Superior Alarms under BuyBoard Contract 401-12. Because of the nature of the products and services offered under this contract, the only way to obtain the best service and price is to enter into an agreement between the County vendor for exactly the products/services required.

Respectfully,

Connie W. Burkett, CTPM  
Contract Administrator  
Phone: 800-695-2919, ext 7152  
Fax: 800-211-5454



From: Tanya De Lira [mailto:tanya.delira@co.hidalgo.tx.us]  
Sent: Thursday, August 01, 2013 11:40 AM  
To: Connie Burkett  
Cc: martha salazar, Matilde Faz, Liza Lopez, Alfredo D. Garcia  
Subject: Superior Alarms Monitoring Agreement

Zimbra

martha.salazar@co.hidalgo.tx.us

**Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION**

**From :** Martha Salazar <martha.salazar@co.hidalgo.tx.us> Thu, Jun 20, 2013 09:50 AM  
**Subject :** Fwd: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION 1 attachment  
**To :** Darlene H. Betancourt  
 <darlene.betancourt@co.hidalgo.tx.us>, Matilde Faz  
 <matilde.faz@co.hidalgo.tx.us>

Ladies:

This e-mail will serve as approval to form by our legal counsel. I am so relieved after two years we can finally get these invoices processed.  
 Marty

PS Supporting documentation for agenda item.

**From :** "Steve Crain" <scrain@atlashall.com>  
**To :** "Alan Yoder" <alan@superioralarms.com>  
**Cc :** "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>  
**Sent :** Wednesday, June 19, 2013 4:20:13 PM  
**Subject :** RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Please send the two signed originals to Martha Salazar at the Hidalgo County Purchasing Department. Thanks.

**From :** Alan Yoder [mailto:alan@superioralarms.com]  
**Sent :** Wednesday, June 19, 2013 3:45 PM  
**To :** 'Steve Crain'  
**Subject :** RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Ok, Are you planning on getting it signed by the County Judge and would you like me to bring over 2 copies of it already signed on our side so that you can just return to us 1 copy?

Sincerely,

Alan Yoder, CET  
 President  
 CVI-20100609-1053112  
 Superior Alarms (Established 1986)  
 600 Ash Avenue  
 McAllen, Texas 78501  
[alan@superioralarms.com](mailto:alan@superioralarms.com)  
[www.superioralarms.com](http://www.superioralarms.com)  
 956-682-6005 Office  
 956-213-1147 Fax

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**From:** Steve Crain [<mailto:scrain@atlashall.com>]  
**Sent:** Wednesday, June 19, 2013 3:14 PM  
**To:** 'Alan Yoder'  
**Subject:** RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

That works.

**From:** Alan Yoder [<mailto:alan@superioralarms.com>]  
**Sent:** Wednesday, June 19, 2013 2:44 PM  
**To:** 'Stephen L. Crain'  
**Subject:** RE: Addendum to Commercial Alarm Monitoring Agreement FINAL REVISION

Steve,

This is the third and FINAL draft of the addendum.

Sincerely,

Alan Yoder, CET  
President  
CVI-20100609-1053112  
Superior Alarms (*Established 1986*)  
600 Ash Avenue  
McAllen, Texas 78501  
[alan@superioralarms.com](mailto:alan@superioralarms.com)  
[www.superioralarms.com](http://www.superioralarms.com)  
956-682-6005 Office  
956-213-1147 Fax

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**From:** Stephen L. Crain [<mailto:scrain@atlashall.com>]  
**Sent:** Wednesday, June 19, 2013 2:16 PM  
**To:** [alan@superioralarms.com](mailto:alan@superioralarms.com)  
**Subject:** Addendum to Commercial Alarm Monitoring Agreement

Stephen L. Crain  
ATLAS, HALL & RODRIGUEZ, LLP  
818 Pecan Blvd. (78501)  
P. O. Box 3725  
McAllen, Texas 78502  
Direct Dial Number (956) 632-8221