

# Building Technology Solutions Proposal

for

**Town of Little Elm**

## Cottonwood Park Fiber Cabling

**DVXB-20683**

Revision : 1

Last Modified : 4/24/2024

*Note: This proposal is valid until 5/24/2024*

Account Manager

**Matt Lozano**

System Design

**Jose Villanueva**



***TIPS Contract Number: 230105***

# DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

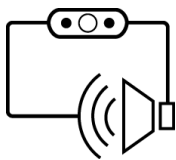
1701 East Lamar, Suite 170 | Arlington, TX 76006 | 817-288-2700



## DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

## Products and Services



**Audio Visual**



**Cisco Systems**



**Cloud  
Solutions**



**Cyber  
Security**



**Data Center  
Technologies**



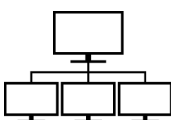
**IT Support &  
Managed  
Services**



**Mobility**



**Network  
Cabling**



**Network  
Technology**



**Phone  
Systems**



**Physical  
Security**



**Smart  
Building**

***This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox.***

# SCOPE OF WORK

## Description of Services

This section describes the cabling services that DataVox will provide the Customer. DataVox will provide and install a structured cabling system within the Customer's facility as part of this Scope of Work.

### Pathway Support

- Cabling pathways for horizontal cabling will be routed above the drop ceiling, with ceiling grid wires and j-hooks.
- Cable pathway bundles will be supported utilizing 1 ¼" j-hooks.
- Any firewalls penetrated for cabling purposes will be resealed with a proper fire rated sealant

### Horizontal Cabling

#### Provide and Install:

- (1) OSP rated, Category 6 cable for each Security Camera Locations Totaling (11)

DataVox will terminate, test, and label all cable segments

### Fiber Optic Cabling

#### Provide and Install:

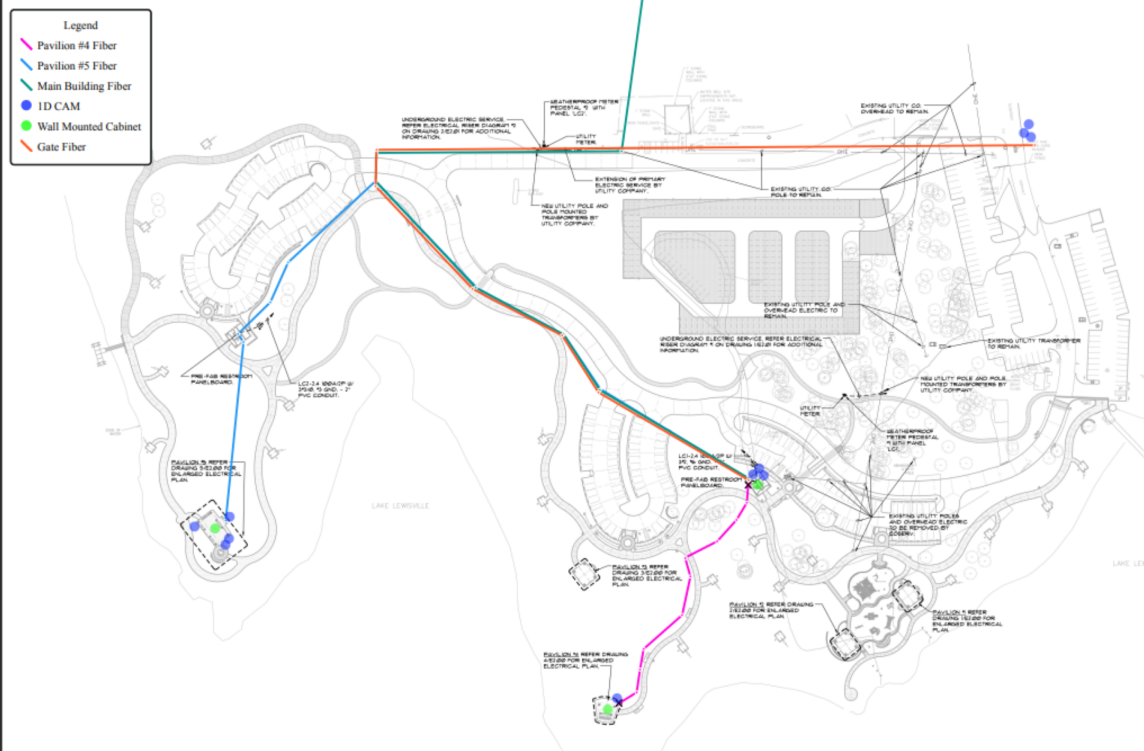
- (1) 12-strand, **SM**, OSP rated, Non-Armored fiber optic cable segment from the ISP room at Baseball fields to the IDF at Restrooms building
- (1) 12-strand, **SM**, OSP rated, Non-Armored fiber optic cable segment from the IDF room at Restroom Building to the IDF at Pavilion #4
- (1) 12-strand, **SM**, OSP rated, Non-Armored fiber optic cable segment from the IDF room at Restroom Building to the IDF at Pavilion #5
- (1) 6-strand, **SM**, OSP rated, Non-Armored fiber optic cable segment from the Gate Pole cameras to the IDF at Restroom building
- (4) Rack-Mount Fiber Enclosures
- (8) Fiber Splice Cassettes/Tubes

DataVox will fusion splice, test, and label fiber optic cabling

### Telecommunication Closet Hardware

#### Provide and Install:

- (1) Wall Mount Equipment Rack
- (2) Ceiling Mount Equipment Enclosure
- (3) 24-Port Patch Modular Panels for Data Drop Locations
- (22) category 6 patch cords for cameras.




***This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox.***



# BILL OF MATERIALS

## Cottonwood Park

### Fiber Optic and Copper Cabling

	1	<b>DataVox</b> Installation Services	
<b>OFE</b>	1	<b>OFE</b> Owner Furnished 110v or 120v AC Power (Dependent on DataVox Specs). Brought to DataVox Mounted NEMA Enclosure for Security Devices	
<b>OFE</b>	1	<b>OFE</b> Owner Furnished Raceway or Conduit Pathway, Connectors, Coring, Pull Strings, Pull Boxes, Poles, Outdoor-rated Enclosures, and Power as Required to be Provided by Customer's Electrician	
Fiber Optic and Copper Cabling			\$57,011.07

### DataVox Management Services

	1	<b>DataVox</b> Solution Architect Design and Engineering Services	
	1	<b>DataVox</b> Project Management Services Planning, Scheduling, Order Processing, Testing, Tuning, and Wrap Up.	
DataVox Management Services			\$9,340.00

Total:			\$66,351.07
--------	--	--	-------------

# ASSUMPTIONS AND EXCLUSIONS

This section lists DataVox's assumptions and exclusions for this Building Technology Solutions Proposal.

- **Pricing:** This quotation is based on work being performed during Normal Working Hours and will not be under any prevailing wage restrictions. Does not include any cabling services other than what is outlined in the scope of work.
- **After-Hours/Holiday:** If work is to be performed after hours or on holidays hourly rate changes will apply.
- **Cabling:** DataVox scope of work includes providing and installing Category 6 cabling for provided locations including patch cables. If specific cable color is required and not included in this scope, change order may be needed.
- **Fiber Optic Cabling:** DataVox will provide and install a fiber optic cabling solution including fiber patch cords, bulk heads, and enclosures. All fiber optic endpoints will be terminated with connectors provided within the scope or fusion spliced within fiber cassettes. SFP's or gbic are considered out of scope and to be provided and installed by others.
- **Telecommunication Closet Hardware:** DataVox will provide and install equipment rack hardware based on the scope of work provided.
- **UPS/PDU:** DataVox scope of work DOES NOT includes providing and installing a UPS in MDF/IDF location(s).
- **Network Equipment:** Customer is responsible for providing a conditioned IT environment with equipment rack, cabinet, wire management, cable trays, rack mounting equipment, and power. Active network gear such as surge protection, workstations, PC speakers/headsets, monitors, KVMs, POE switches, and UPS/ battery back-up are to be provided and installed by others.
- **Main Bus-Bars:** in the MDF and IDF Locations are to be provided and installed by others.
- **Conduit:** All conduit, coring, boring, back boxes, floor boxes, power poles, pull boxes, pull strings and NEMA enclosures for all devices will be provided by others. All exterior conduit must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order. Hard deck ceilings will require pathway, wiremold, or cutting of sheetrock for cabling of devices. Patch, paint, and repair is not included in this scope of work.
- **Demo:** Unless otherwise stated in this scope of work, demo of existing equipment and cabling is at the responsibility of the customer.
- **Returns/Exchanges:** Restocking fee of 25% on all returnable items will apply. Special order items and licenses are non-refundable.
- **Stored Materials:** DataVox shall bill Customer for one hundred percent (100%) of all materials and equipment not incorporated into the work but delivered and suitably stored on-or offsite, and if applicable, a reasonable storage fee. Payment for such materials and equipment shall be made in accordance with the payment terms described herein. If requested, DataVox will provide:
  - Bill of Sale identifying the materials and equipment as the property of Customer
  - Evidence that all materials and equipment are insured for loss of any kind either at the stored location
  - Certificate of insurance; and
  - Photographic evidence of the stored materials and equipment.
- **Equipment Lead Times:** Upon execution of an SOW, paid deposit, and project team assignment, DataVox will communicate lead times on material and equipment delivery. These lead times are outside of DataVox's control and may impact project schedule and postpone project completion. Such lead times are provided by manufacturers and are subject to change based on product availability. DataVox may replace current product specifications with products of equal or greater functionality to meet Customer's project schedule. The SOW will be revised as appropriate to account for any change in the price quoted in the SOW. If Customer declines to utilize substitute product(s), it shall accept the current lead times provided by DataVox.

# BASELINE RESPONSIBILITIES

## DataVox Responsibilities

This section lists DataVox's responsibilities for this Building Technology Solutions Proposal.

- **Building Codes:** Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices. Installation will comply with the Building Industry Consulting Services International (BICSI) standards
- **ADA:** All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- **Dress Code:** All DataVox staff will dress in a professional manner displaying the DataVox logo. All DataVox staff will wear required Personal Protection Equipment (PPE). They will conduct themselves in a professional, courteous and respectful manner to all others present.
- **Work Environment:** DataVox will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible. While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Supervision:** DataVox will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact. PM or LT will coordinate with other trades to facilitate and expedite project progress. DataVox will inform the Customer of any interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- **Change Orders:** DataVox will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking and other charges imposed by suppliers.
- **Furniture:** While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- **Coordination Meetings:** DataVox recommends weekly coordination meetings between the Customer, DataVox and all other trades in which we will report to the Customer the status of the project. Any identified foreseeable restrictions or insurmountable issues outside our control that could impact the overall project schedule will be reviewed with the Customer.
- **DataVox Warranty:** A 1 Year parts and labor warranty will be included in this proposal, excluding Customer-provided equipment and existing cabling.

*Acknowledged and Accepted*

\_\_\_\_\_  
*Initial*



## Customer Responsibilities

This section lists the Customer responsibilities for this Building Technology Solutions Proposal.

- **Safe Work Environment:** Provide DataVox staff, contractors and others working on-site a safe working environment consistent with OSHA rules and regulations. DataVox reserves the right to refuse to work or install any equipment in an area where, at the sole discretion of DataVox, the safety of those involved is of concern.
- **Access to worksite:** provide access to the worksite, and all work will typically take place between the hours of 07:00 and 17:00 Monday through Friday, except on public holidays, unless specified otherwise in the DataVox Proposal. Work completed at any other time will be billed at OT rates published in **Change Order Labor Rates**. For the safety of all concerned, it is requested that the work area be free and clear, for example, of other trades, clients of the Customer, and employees during the installation period.
- **Secure Storage:** provide a secure, climate controlled area on-site to store equipment during the installation period. Delivery of goods, supplies and equipment to this on-site storage location, or equipment that has been installed in its designated location will be considered as 'Delivered' for billing purposes and will be invoiced accordingly. Responsibility for the equipment passes to the Customer immediately upon installation or delivery to the on-site storage. Any loss due to vandalism, theft, burglary, fire, water ingress, or any other means outside the direct control of DataVox shall be replaced at the Customer's expense.
- **Uninterrupted Work Flow:** avail DataVox of continuous, uninterrupted workflow in the environment in which the Physical Security will be installed. Delays in work caused by interference of other trades, inability to access the work space during the stated hours, inability to access equipment stored on site, or other reasons caused by the Customer will be charged at rates published in **Change Order Labor Rates**. If DataVox crew arrives to work on-site at the appointed time and work cannot proceed due to dangerous conditions, inability to access the site, lack of power, interference by others which are within direct, reasonable control of the Customer, it will result in a half day charge for the crew.
- **Miscellaneous Items:** Additional items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer or the items can be purchased from DataVox following the standard change management process.

*Acknowledged and Accepted*

\_\_\_\_\_  
*Initial*



Total Installation Price:	\$66,351.07
Grand Total:	\$66,351.07

# Purchase Options:

☐ **Cash Purchase Terms of Payment:**

<i><b>Billing Milestones</b></i>		<i><b>Amount Due</b></i>
Due on Signature	40.00 %	\$26,540.43
Progress Payments (Multiple - Invoiced Upon Receipt of Goods by DataVox and/or Work Completed)	55.00 %	\$36,493.09
Final Payment - Due on Project Completion	5.00 %	\$3,317.55
<b>Total Payments (Excluding Sales Tax):</b>		<b>100 % \$66,351.07</b>

# ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Building Technology Solutions Proposal is based upon the Equipment included in this Building Technology Solutions Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS IN THIS BUILDING TECHNOLOGY SOLUTIONS PROPOSAL. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS BUILDING TECHNOLOGIES SOLUTION PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Building Technology Solutions Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Building Technology Solutions Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

## Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

### DataVox, Inc.

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Town of Little Elm

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# TERMS AND CONDITIONS

This document defines additional terms and conditions that shall govern the execution of all scopes of work.

## 1. Construction

This writing constitutes additional terms and conditions between DataVox and Customer and is in addition to the terms and conditions set forth in the TIPS contract with DataVox which is incorporated by reference. A copy of this contract may be found online at <https://www.datavox.net/state-purchasing-cooperatives/tips/>. No course of prior dealings between the parties or trade usage shall be relevant to determine the meaning of this Agreement. This Agreement is entered into and shall be performable in the State of Texas.

## 2. Software Defect Resolution

DataVox shall use its best commercial efforts to troubleshoot software issues that may arise during the project. If a software issue is determined to be a software defect (previously documented or newly discovered), resolution of said issue is expressly outside of the scope of work. Issues of this kind do not constitute a valid reason for non-payment in full.

It is the responsibility of the customer and software manufacturer to resolve the issue. Should the Customer want DataVox to be involved in the process to downgrade, update, upgrade and/or test software releases, the Customer may authorize the out of scope expenses using the standard project change request process.

## 3. Limitation and Exclusion of Warranties

Except as otherwise provided herein, DataVox hereby warrants the described equipment against defective parts from the date of installation for the period specified by the manufacturer; and warrants that the installation of said equipment shall be performed in a workmanlike manner. Customer acknowledges that DataVox may provide products and services manufactured or provided by others. DataVox makes no independent warranty with respect to such products and services provided by third parties. Customer acknowledges and agrees that DataVox shall have no responsibility or liability for products or services manufactured or provided by any third party. Subject to payment by Customer of all amounts due under this Agreement, DataVox hereby transfers any transferable warranties from the manufacturers of products and services provided under this Agreement. Customer's exclusive remedy under these warranties shall be the repair and replacement by DataVox at the expense of DataVox of non-conforming equipment or parts thereof with reasonably equivalent equipment or parts; unless, however, the equipment or any part thereof is damaged or rendered unserviceable as a result of Customer's negligence, abuse, mishandling, attempting to connect the equipment to direct current, or damaged by lightning or acts of God in any of which case or cases, DataVox shall have no obligations to Customer.

DataVox recommends that all DataVox installed systems be equipped with battery backups. If the Customer disregards this recommendation; and a failure is directly attributed to not having a battery backup, such service as may be required will be billed for time and materials, as a TIPS contract sale, billed at the agreed upon TIPS prices.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY DATAVOX, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF.

Voice and data transmission are provided by third parties, such as a telephone company or over the internet. Accordingly, DataVox cannot warrant that such transmission will always be available or will be of acceptable quality. In particular, if Customer elects to use the Voice over Internet Protocol (VoIP) to transmit voice over the internet, Customer may experience (i) transmission that is not of uniform, reliable or acceptable quality; (ii) inability to connect directly to emergency and "911" services; and (iii) inability to connect to directory and operator assistance. Customer should be aware that VoIP service is not regulated by the Federal Communications Commission (FCC) and the FCC does not provide certain consumer safeguards that are available in the traditional telephone environment.

Only DataVox may perform service or maintenance on equipment covered by this warranty. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THIS WARRANTY WILL BE NULL AND VOID IF ANY PERSON OTHER THAN A DATAVOX EMPLOYEE

---

***This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox.***

PERFORMS ANY SERVICE OR MAINTENANCE WORK ON THE EQUIPMENT COVERED BY THIS WARRANTY. In such event, DataVox shall have no further obligation or liability under this warranty.

#### **4. Waiver, Amendment, Notice, Termination**

Any waiver of rights hereunder or any amendment or requirement of notice of termination hereof shall not be effective unless made in writing and signed by the party against whom such waiver, amendment, notice or termination is sought to be enforced.

#### **5. Risk of Loss; Non-Performance by Telephone Company and Others**

Upon installation of the Equipment, Customer shall bear the risk of loss regardless of any breach by DataVox of any provisions hereof. Although DataVox, Inc. will or may assist Customer by coordinating initiation or transfer of service through telephone companies or other third parties, Customer assumes all risk of non-performance, including untimely or otherwise improper performance, of any such third parties; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment. With regard to VOICE MAIL systems, if any, Customer further assumes all risk of malfunction and deficient or substandard performance caused by third party telecommunication transmission equipment, lines and systems, including pay phones, cellular phones and long distance services; DataVox, Inc. and its employees assume no responsibility for any failings of these third parties or their service and equipment.

#### **6. Limitations of Liability**

In no event will either party be liable or responsible to the other for any type of incidental, exemplary, special, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise. Further, no cause of action which accrued more than two (2) years prior to the filing of a suit alleging such cause of action may be asserted against DataVox.

#### **7. Virus Protection**

Customer agrees and understands it is Customer's responsibility to install and run an antivirus program on all workstations and servers at/or prior to installation. Customer agrees to take whatever steps Customer deems appropriate to ensure there is adequate and up to date virus protection on all workstations and servers. Customer expressly agrees that DataVox, Inc. shall have no liability for the loss of any such data, downtime or other damage caused by a computer virus.

#### **8. Data Back-up**

Customer agrees to take whatever steps Customer deems appropriate to ensure there are adequate, up to date back-ups made of all data on any computer, server, hard drive, or other storage device of Customer. In the event of failure, it is expressly understood that DataVox will restore the most recent back-up for systems covered under warranty or maintenance. Any additional programming due to out of date database will not be covered under warranty or maintenance and will be billed on an hourly basis as a TIPS contract sale, at the agreed upon TIPS prices. Customer expressly agrees that DataVox shall have no liability for the loss of any such data, which may occur during or after the installation process, or for any consequential damage resulting from any such loss of data.

#### **9. Attorney's Fees**

Only if ordered by a court of competent jurisdiction, Customer shall pay to DataVox all attorney's fees, court costs, and all other expense, which may be incurred by DataVox in enforcing, or attempting to enforce, any of its rights under this Agreement, or against any guarantors hereof, or with respect to any matters connected with the subject matter hereof.

#### **10. Severability**

This Agreement and all provisions hereof are intended to be severable, and this Agreement shall remain enforceable in the event any provision hereof is declared invalid.

#### **11. Payment Terms**

The balance due after required deposit will be progress-billed based on achieved milestones determined by DataVox. All DataVox invoices to the Customer are due and payable net 30 days from the invoice date, or as provided by the Texas Prompt Payment Act, Texas Gov't Code §2251 et seq. The Customer agrees to pay DataVox interest on all past due amounts at a rate of

***This document is confidential and the property of DataVox. Any copy or reuse of this document, its contents, recommendations and/or solutions in whole or part is strictly prohibited without prior written consent of DataVox.***

1.5% per month (18% per annum), but not to exceed the amount permitted by the applicable law of the jurisdiction where Customer resides. Deposit payments must be received by DataVox before commencement of a project. The payment terms of this contract are subject to change by DataVox at any time based on a review of the customer's credit.

**13. Work Hours**

DataVox has priced the professional service proposal assuming that all work will be done during normal business hours which DataVox defines as Monday through Friday, 8:00am to 5:00pm, excluding holidays. The go live activity is the only activity in which DataVox will work after business hours. This project milestone activity can be scheduled outside of normal business hours Monday through Friday, excluding holidays. The start time for the go live activity can be scheduled to start no later than 7:00pm. Any request to perform the system go live or any other activity outside of normal business hours is considered outside the scope of work and will result in additional project costs which shall not exceed the pricing proposed to TIPS. Scheduling and availability of resources outside of normal business hours is not guaranteed unless the Project Manager/Coordinator has approved it.

**14. Travel**

The Customer will be billed for time travelled and travel Expenses greater than 70 miles one way from the nearest DataVox facility. The Customer will be billed for the Time Travelled by each DataVox employee at half the cost of the DataVox billable rate per hour. This includes, for example, time spent on an airplane or driving in a car, or as proposed and awarded per the SOW.

Travel Expenses will be billed back to the Customer as incurred. These expenses will include airfare (coach) and mileage reimbursement (lodging, transportation, parking, and per diem.) DataVox adheres to the mileage reimbursement and per diem rates determined by the U.S. General Services Administration (GSA). These rates can be referenced on the GSA website, or as proposed and awarded per the SOW.

**15. Return Material Authorization**

DataVox has a Return Material Authorization policy that explains product returns. Approval to return defective and non-defective products is at the sole discretion of DataVox. Products that are defective or dead on arrival (DOA) will be repaired, replaced, or credited according to the manufacturer's warranty. Products that are non-defective that are unopened and unused and can be resold as new may be returned subject to a fifteen percent (15%) restocking fee. Any custom ordered product cannot be returned. Additional detail concerning the DataVox Return Material Authorization policy is available upon request.

**16. Currency**

Unless otherwise specified, all currency listed in DataVox documentation is in US dollars.