

City of Schertz

City of Schertz
PD Weight room Door
4-6-2021

February 5th, 2020
Mr. Myles Clauser, CPM, CGCIO



City of Schertz

Dear Mr. Clauser,

I am pleased to present DAC's proposal for the City of Schertz. After having the opportunity to walk and review the existing site and having continued conversation with your responsive staff we would like to offer you this quote for our services. Our entire team is enthusiastic about the prospect of serving as your integrated solutions provider. We look forward to enhancing our relationship through participation in this project. We are committed to integrity and quality, and we are proud of our record and reputation.

Selecting the right team to help you recognize and address your business challenges is vital to creating value and delivering a project on time, on budget and to the high standards of quality you expect. I personally select our team leaders to ensure they have the experience and personal attributes needed to serve you with distinction and dedication throughout the course of your program.

A smooth project is, of course, of great importance to you and DAC. We have a wealth of experience in providing innovative solutions and look forward to delivering them to the City of Schertz. Our team has the requisite experience to manage any program efficiently and to deliver solutions that meet the highest levels of sustainability and feasibility.

You strive for quality and reliability for the City of Schertz and providing those attributes is critical to your continued success. DAC is the firm chosen by project teams when quality and reputation are of the utmost importance. We anticipate teaming with you to meet the needs of this program and look forward to meeting soon as part of the contract team.

Thank you for your consideration. We are committed to exceeding your expectations.

Respectfully,

Roy Charbonneau
Manager Central Texas
DAC, Inc.

Quote

ASSUMPTIONS

We are pleased to provide the City of Schertz DAC's quote for the above referenced Access control installation. This proposal is based on installing new door hardware, power supplies and panel enclosures. This proposal includes all material and labor necessary for the installation of Open Options access control on the weight room door.

Building 06 Police – PD Weight Room Rear Entrance

- 1 Doors of Access Control
- 1 Electric Strikes
- 1 HID RP40 card readers
- Misc. power supplies and materials necessary for the installation.
- Sales tax is not included.

PRICING SUMMARY

Project Cost

DAC is please to provide all material and labor to installation of access control on the PD weight room door.

TOTAL INVESTMENT **\$ 2,671.65**

CITY OF SCHERTZ - PD WEIGHT ROOM					
Device	Manufacturer	Part Number	Qty Bid	Price Ea	Total Price
ACCESS CONTROL					
Subcontroller	Open Options	RSC-1AP	1	\$345.65	\$345.65
Card Reader	HID	RP40, 920PHRNEK00006	1	\$274.33	\$274.33
Electrified Strike	Hess	5000C	1	\$271.25	\$271.25
Recessed Door Contact	Sentrol	1078C	1	\$10.08	\$10.08
Rex Motion	Bosch	DS150i	1	\$82.13	\$82.13
Misc. Material		Misc. Material,Conduit, Fittings, Etc...	1	\$155.00	\$155.00
Wire		CAT6E	0.5	\$383.36	\$191.68
Wire		Composite (Southwire #H916021A)	0.25	\$964.10	\$241.03
Material Totals					\$1,571.15
Labor Totals					\$1,100.50
Building Total					\$2,671.65

Roy Charbonneau
 Manager Central Texas
 DAC, Inc.
 Cell: 281 507-7014
 Email: rcharbonneau@dac-inc.com

PROJECT TEAM

LOCAL EXECUTION

DAC employs approximately 120 people in the State of Texas, of which more than 85% are dedicated to engineering, project management, technology and installation. We are prepared to execute the City of Schertz access control upgrade project and have resources ready to allocate to this project immediately.

DAC understands the complexity of your project and the rigors of maintaining a functional Access Control System during transition to a new platform. Our team members represent an efficient model of delivering a project under these requirements. We've been diligent in allocating resource loads across all phases of construction and technology migration to ensure the project is well designed, executed with precision, fully commissioned and turned over to the City of Schertz for a long-term operation.

INSTALLATION

To maintain an agreed installation schedule, DAC will structure our installation team(s) to work in tandem in various areas of the project if required. Our team(s) will be responsible for specific areas of the project with a Project Foremen assigned to the responsibilities of completing the work efficiently. Using our own installation forces allows DAC to better control the project schedule, effectively load manpower when necessary, coordinate with onsite trades, and control cost and quality.

Project Team:

Operations Manager:

ROY CHARBONNEAU | Security Operations Manager
DAC, Inc. | 2090 North IH 35 Suite 5115 | New Braunfels,
TX 78130
o 210.988.60126 | m 281 507-7014 | rcharbonneau@dac-inc.com

Senior Project Manager:

TERRY E. VANN | Senior Project Manager - Central Texas
Branch
DAC, Inc. | 2090 North IH 35 Suite 5115 | New Braunfels,
TX 78130
o 210.988.6012 | m 210.380.0436 | tvann@dac-inc.com

System Specialist:

David Lewis | System Specialist Central Texas Branch
DAC, Inc. | 2090 North IH 35 Suite 5115 | New Braunfels,
TX 78130
o 210.988.6012 | m 210.847-4230 | dlewis@dac-inc.com

SIGNATURE PAGE

PROPOSAL ACCEPTANCE

This proposal is hereby accepted and DAC, Inc. is authorized to proceed with the scope of work described herein. This document serves as a notice to proceed. DAC payment terms are Net 30 days.

City of Schertz

DAC, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date

TERMS + CONDITIONS

LIMITED WARRANTY; EXCLUSIONS + DISCLAIMERS

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, DAC, Inc. warrants all Equipment and installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the 'Warranty Period') from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of DAC, Inc. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against DAC, Inc.
2. DAC, Inc. MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. IN NO EVENT SHALL DAC, Inc. BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.
4. Customer acknowledges that no warranty, representation, or statement by any representative of DAC, Inc. not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

LIMITATION OF LIABILITY

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither DAC, Inc. nor any person engaged by DAC, Inc. to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of DAC, Inc. providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to DAC, Inc. for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) DAC, Inc. MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.
6. Notwithstanding the foregoing provisions of this Section or for whatever reason, DAC, Inc. should be found liable for personal injury or property loss or damage caused by a failure to perform by DAC, Inc. or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of DAC, Inc. under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of DAC, Inc..

INDEMNIFICATION

7. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless DAC, Inc. from and against all claims brought by parties other than the parties to the Agreement. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by DAC, Inc., and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by DAC, Inc., its employees, agents or assigns. Customer agrees to indemnify DAC, Inc. against, and to defend and hold DAC, Inc. harmless from any action for subrogation which may be brought against DAC, Inc. by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees. Design Development, Programming, Drawings, Ownership, and Software License(s)
8. Design Development. Customer and DAC, Inc. have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. DAC, Inc. shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.
9. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to Customer's day-to-day and other business operations and parameters and the changes or modifications to them. To the extent required by the design and specifications of the Work, DAC, Inc. shall: (i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and (ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by DAC, Inc. at Customer's request shall be provided at an above contract cost.
10. Drawings:
 - a. To the extent required by the design and specifications of the Work, DAC, Inc. shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.
 - b. DAC, Inc. may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.
11. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of DAC, Inc. whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to DAC, Inc. on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of DAC, Inc. unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to DAC, Inc. ; and (c) are not to be reproduced in whole or in part without prior written consent of DAC, Inc.. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.
12. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).

INSTALLATION

13. All required installation documents are included.
14. Installation of all required equipment and materials with on-site supervision of project is included.
15. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
16. Idle time incurred by DAC, Inc. employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
17. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
18. Client to coordinate with local DAC, Inc. staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
19. Client to provide and coordinate 110 VAC electrical service where needed.
20. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
21. Any telephone lines or LAN/WAN connections must be installed and operational prior to DAC, Inc. commencing work. The local DAC, Inc. representative will verify the availability and functionality of all connections prior to starting work.

CHANGES IN SCOPE OF WORK

22. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

PERMITS/BONDING/SEALED ENGINEERED DRAWINGS

23. Permits, bonds, and other requirements by any government agency are not included.

MISCELLANEOUS

24. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.
25. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
26. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
27. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.