



Request for Information	RFI# 8	Date: 8-15-24
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Project Name: Collin County IFB 2024-066 Construction_ Adult Detention Smoke-Heat Detector Replacement

Questions or Concerns

By: Les Peterson

Subject: Emergency Responder Radio System (BDA) monitoring

Question STAR was contacted by the subcontractor that installed the Bi-Directional antenna system in the main jail (P.O.C. Barry Turner MCA 940-595-2932 Barryturner@callmc.com) Requesting a quote to install relays to monitor the BDA system. MCA informed STAR that this will be funded by Collin County. How do we need to proceed? Will this be a change order or a different job with the county?

Options Star Asset to install 7 monitor relays, cabling and conduit to monitor the state of the BDA system.

Response

Accepted Yes No Signature _____



Date _____



24DE115714615.101_Collin
Count Jail BDA Monitoring
10-22-24 rev. 2

**Quote # QUO-09309-
H6W7J5**

22 October, 2024

12500 Network Blvd., Suite 402
San Antonio, TX 78249
Les Peterson 817-343-1401

Contact:

Rickee Harris

Phone:

972-547-5343

Business / Owner:

Collin County Auditor's Office - 3492 - Collin Co. Justice Center/Jail
Facility

Email:

rwharris@co.collin.tx.us

Summary of: Collin County Auditor's Office - 3492

	Totals
Equipment	\$703.15
Professional Services	\$2,288.32
Project Subtotal, Excl Tax	\$2,991.47
Freight Amount	
Tax	\$0.00
Project Total	\$2,991.47

*sales tax is an estimation. actual tax will be calculated at time of invoice

MD Engineering, LLP

Michael Smith, PE LEED® AP
President
January 7, 2025

Client

Signature: _____

Name: _____

Title: _____

Date: _____

SCOPE OF WORK

I am pleased to provide you with this proposal for the Fire Alarm system as listed below. Our Proposal is based on the customers request to install monitor relays for the purpose of monitoring the Bi Directional Antenna System installed by others. STAR ASSET will install and program monitor relays to supervise:

- BDA Loss of Battery Capacity
- Battery Charger Fail
- RF Emitter Fail
- Donner Fail
- System Fail
- Donner Disconnect

SPECIAL SERVICES

Project Proposal

Equipment				\$2,991.47		
Qty	Manufacturer	Model	Description	Cost Each	Price Each	Price Ext.
3	EST	SIGA-CT2	Dual Input Module, Two Circuit Input Module	\$98.53	\$147.06	\$441.18
1	Best Wire & Cable	7080PL-RED 500	7080PL-RED - 18/2C SOL FPLP RED 500 ft	\$57.24	\$85.43	\$85.43
4	Pavion	PAV-PRG	Programming Labor	\$120	\$179.10	\$716.40
1	Pavion	PAV-PM	Project Management Labor	\$120	\$179.10	\$179.10
1	EST	SIGA-OSD	intelligent multi-criteria optical smoke detector, UL/ULC	\$75.52	\$112.72	\$112.72
1	EST	SIGA-SB4	Detector Base - Standard, for 4 inch sq. box,	\$13.18	\$19.67	\$19.67
13	Pavion	PAV-INST	Installation Labor	\$75	\$107.14	\$1,392.82
1	Pavion	PAV-MCP	Miscellaneous & Consumable Project Materials	\$44.15	\$44.15	\$44.15

CLARIFICATIONS & EXCLUSIONS

T&C are based on the contract language. If anything differs in this proposal the contract takes precedence.
 Michael Smith, MD Engineering

INCLUDED IN PROJECT

EXCLUDED FROM PROJECT

• **PLANS, DATA SUBMITTALS & PERMITS**

Payment Terms:

Purchase Order #	Date of Acceptance

Tax Exempt ID #	Print Name & Title

Options Selected	Authorized Signature

Email Signed Proposal to: les.peterson@structureworksinc.com

Title - Until full payment of the Net Amount, Subscriber hereby grants Pavion Corp. and all its subsidiaries a purchase money security interest in the equipment sold hereunder in accordance with the Uniform Commercial Code. Pavion Corp. and all its subsidiaries may, at any time, file a copy of this Agreement or a financing statement (which Subscriber agrees to execute upon Pavion Corp. and all its subsidiaries' request) with appropriate authorities as a financing statement in order to perfect Pavion Corp. and all its subsidiaries' security interest. Any such filing shall not constitute acceptance of this Agreement by Pavion Corp. and all its subsidiaries. Title shall not pass to Subscriber until the Net Amount (including all freight and taxes, if applicable) has been paid.

Title to all equipment shall remain at all times within Contractor until fully paid for. Contractor shall have a security interest in the equipment sold hereunder until it is fully paid for and Subscriber agrees to perform all acts which may be necessary to assure Contractor's security interest in the equipment. Should Subscriber default in any payment for the equipment, Subscriber authorizes and empowers Contractor to remove the equipment from the premises, to disconnect the equipment, to render the equipment incapable of communicating with a central station and to enforce any valid and all of Contractor's rights as a secured party under the Uniform Commercial Code. Such removal and/or disconnection shall not be deemed a waiver of Contractor's right to damages sustained as a result of Subscriber's default, and Contractor shall have the right to enforce any other legal remedy or right. Furthermore, Contractor shall be in no way be obligated to repair, restore, or redecorate the premises in the event the equipment is removed as a result of Subscriber's breach of this Agreement. Contractor shall in no event be liable for direct, special, incidental, or consequential expense, loss or damage to the Subscriber resulting from such removal, disconnection and/or rendering the equipment incapable of communicating, and Subscriber hereby releases Contractor from all such foregoing expenses, loss and damage incurred by the Subscriber in this regard.

Risk of Loss - Risk of loss or destruction of or damage to the equipment shall pass to Subscriber upon the earlier of delivery to Subscriber or delivery to a carrier for delivery to Subscriber. Merchandise received by Subscriber shall be inspected for damage and quantity counts, at time of receipt and, if not objected to in writing within thirty (30) days thereafter, shall be deemed accepted by Subscriber as to condition and quantity, and the Subscriber shall be responsible for all merchandise thereafter.

Risk of loss or damage to the equipment shall pass to the Subscriber upon delivery to the premises. Subscriber agrees that the equipment, upon installation, shall remain personal property and in no event shall be deemed to be realty whether affixed to the premises or not.

Warranty - Pavion Corp. and all its subsidiaries warrants the equipment to be free from manufacturing defects for a period of 90 days from installation or 90 days from the shipment of the equipment or components F.O.B. shipping point, whichever period expires first.

Contractor agrees to furnish at no charge to Subscriber, a replacement part for any portion of said system which proves to be defective in workmanship or material under normal use for a period of the first ninety days from the date of original installation. No charge will be assessed for labor to repair or replace said part for the first ninety days from original installation date, after which time a standard service call charge will be assessed. It is expressly understood and agreed that in entering into this agreement and in installing the equipment and in granting the service herein described, the Contractor makes no warranties which extend beyond the description contained in this agreement. THE CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR USE.

Taxes - There shall be added to the Net Amount; amounts equal to any taxes however designated, levied or based thereon or on this Agreement or the equipment, including state and local privilege or excise taxes based on gross revenue, and any taxes or amounts in lieu thereof paid or payable by Pavion Corp. and all its subsidiaries in respect of the foregoing, exclusive, however, of taxes based solely on Pavion Corp's and all its subsidiaries' net income.

Any tax applicable to, based upon, or measured by the receipts from or amount paid for service rendered by Contractor hereunder, and payable by Subscriber, shall be paid by Subscriber as an addition to the respective amounts otherwise payable by Subscriber as herein provided. Subscriber agrees to pay, in addition to any other sums herein provided to be paid all taxes, fees and charges imposed by any governmental authority, Fire and/or Police Department, relating to the installation of said signaling system.

Any tax applicable to, based upon, or measured by the receipts from or amount paid for service rendered by Contractor hereunder, and payable by Subscriber, shall be paid by Subscriber in addition to the respective amounts otherwise payable by Subscriber as herein provided. Subscriber agrees to pay, in addition to any other sums herein provided to be paid all taxes, false alarms fees and other fees and charges imposed by any governmental authority, such as the Fire and/or Police Department, relating to the installation, service and/or transmission of alarm signals and/or images of said signaling system and to pay any charges to Contractor by the public entity providing wire connections for the transmission of signals or images.

Contractor assumes no liability for delays in installation or alterations of equipment or for interruptions of service due to strikes, riots, floods, fires, acts of God, or any cause beyond its control, and will not be required to supply service while any such delay or interruption shall continue.

Delivery - Pavion Corp. and all its subsidiaries shall not be liable for failure to deliver or for delays in delivery occasioned in whole or in part by causes beyond its control, including, without limitation, strikes and other labor disputes, fires, embargoes, war or civil disturbance, acts of God, inability to obtain transportation or shipping space for materials, machinery breakdowns, delays of carriers or suppliers and governmental acts and regulations.

Force Majeure - Pavion Corp. and all its subsidiaries assumes no liability for delays in installation or alterations of equipment or for interruptions of service due to strikes, riots, floods, fires, acts of God, or any other cause beyond the exclusive control of Pavion Corp. and all its subsidiaries, and Pavion Corp. and all its subsidiaries will not be required to supply service while such delay or interruption shall continue.

Contractor assumes no liability for delays in installation or alterations of equipment or for interruptions of service due to strikes, riots, floods, fires, acts of God or any cause beyond its control, and will not be required to supply service while any such delay or interruptions continue. Additionally, any repairs necessary due to these causes shall be billed on a lime and material basis.

This Agreement may be assigned by the Subscriber provided the written consent of Contractor is first obtained, which consent shall not be unreasonably withheld and shall be conditioned upon the assignee's agreement, in form satisfactory to Contractor to make the payments herein provided and to perform and comply with all the other terms, covenants, and conditions hereof on Subscriber's part to be performed and complied with. This instrument is not binding upon Contractor until signed by one of its authorized representatives. There are no agreements, understandings, or representations changing, modifying, or otherwise affecting any of the terms of this Agreement. This Agreement cannot be changed, modified, or discharged orally.

The Subscriber agrees that there are no third-party beneficiaries of this Agreement.

In the event the parties execute a contemporaneous writing, Subscriber acknowledges that this Agreement shall control and govern the scope of work and/or any dispute between the parties relating to the services provided hereunder.

Subscriber understands that any filing fees, permit fees, or other fees associated with either filing this job or requesting an inspection of this job are not included in the contract price unless expressly stated otherwise.

The Subscriber acknowledges that the Contractor has fully explained the operation of the equipment described within the Schedule of Protection provided hereunder.

Subscriber does hereby for himself and any other parties claiming under him, release and discharge Contractor from and against all hazards covered by Subscriber's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Contractor.

The Subscriber does hereby waive its rights to a trial by jury and the right to assert any counterclaim in any action brought against Subscriber.

The Subscriber agrees to and shall indemnify and hold harmless the Contractor and any third party designated by the Contractor which provides service and all their employees and agents, for and against any claims, suits, losses, demands and expenses arising from any death or injury to any person or any loss or damage to property occasioned or alleged to be occasioned by Contractor's or any third party's performances or failure to perform its obligations under this Agreement whether due to Contractor's negligence or otherwise, or through burglary, theft, robbery, fires or any other cause.

Acceptance - Acceptance of this Agreement by Pavion Corp. and all its subsidiaries is contingent upon (1) a satisfactory credit report of Subscriber and

(2) with regard to the dollar amounts stated herein, the absence of any mathematical error or deviation from Pavion Corp. and all its subsidiaries standard prices.

Contractor reserves the right, and the Subscriber agrees, for Subscriber to pay potential price increases if the Contractor's cost(s) increases. Contractor agrees it will not charge more than a 10% price increase after the Agreement is executed.

Cancellation and Returned Equipment - Orders may be canceled only with Pavion Corp's and all its subsidiaries' written consent upon payment of reasonable and proper cancellation charges. Goods may be returned only when specifically authorized in writing by Pavion Corp. and all its subsidiaries, and Subscriber will be charged, for placing returned goods in saleable condition, any sales expenses then incurred by Pavion Corp. and all its subsidiaries plus a restocking charge and any outgoing and incoming transportation costs which Pavion Corp. and all its subsidiaries pays.

General - Pavion Corp. and all its subsidiaries shall not be liable for incidental consequential damages. This Agreement (1) constitutes the entire contract between Subscriber and Pavion Corp. and all its subsidiaries, and (2) supersedes all prior correspondences and communications between Subscriber and Pavion Corp. and all its subsidiaries, with respect to the equipment, including any parts or equipment furnished as a replacement. No representation or statement not expressed herein shall be binding on Pavion Corp. and all of its subsidiaries. THE FOREGOING TERMS AND CONDITIONS SHALL PREVAIL NOTWITHSTANDING ANY VARIANCE WITH THE TERMS AND CONDITIONS OF ANY ORDER SUBMITTED BY SUBSCRIBER WITH RESPECT TO THE EQUIPMENT. Subscriber's signature on this Agreement of acceptance of delivery shall constitute Subscriber's acceptance of these terms and conditions. This agreement may not be assigned without Pavion Corp's and all of its subsidiaries' prior written consent. All information with respect to the design, operation or other characteristics of the equipment furnished directly or indirectly by Pavion Corp. and all its subsidiaries (except such information as may be established to be in the public domain) shall be received and held by Subscriber in confidence, and Subscriber shall exercise reasonable care to prevent the improper use of such information.

Maintenance - In the event Subscriber elects to include warranty period maintenance option ("Option") Pavion Corp. and all its subsidiaries shall perform all necessary maintenance and warranty related repairs on Subscriber's installed system at the premises listed in the Option for one (1) year. This Option shall extend solely to the equipment provided for in this Agreement with the exception of conduit, it is expressly understood and agreed that in accepting this Option and in maintaining the equipment and in granting the service herein described, Pavion Corp. and all its subsidiaries makes no warranties which extend beyond the description contained in this agreement except:

It is understood and agreed that in many businesses it is impossible to hide all wiring necessary to install the system; therefore, Pavion Corp. and all its subsidiaries and Subscriber will agree on the installation as can best be accomplished by Pavion Corp. and all its subsidiaries.

Subscriber agrees to properly test all batteries in any wireless detection devices and all ultrasonic, microwave, photoelectric or electronic equipment designated on the Schedule of Protection according to procedures prescribed by Contractor prior to setting the alarm system and to notify Contractor promptly if such batteries or equipment fail to respond to the test. Contractor shall not be liable for the testing of said batteries or equipment nor for any interruptions in service due to non-functioning batteries or equipment. All batteries in any wireless detection device should be replaced by the Subscriber as suggested by the manufacturer of equipment.

Subscriber acknowledges if a Radio Communication Enhancement System or (RCES), including Bi-Directional Amplifier (BDA) system and Auxiliary Radio Communication System (ARCS) is installed, that Subscriber itself shall maintain and test said system. Contractor shall not be liable for the testing of said batteries or equipment nor for any interruptions in service due to non-functioning batteries or equipment.

Subscriber is solely responsible for making the workspace available for the installation to occur.

Subscriber acknowledges that all work shall be performed in a timely manner consistent with industry standards. Subscriber may request an accelerated timetable and Contractor will apprise Subscriber of any additional costs associated therewith whereupon, if agreed to in writing, Contractor will accelerate its performance accordingly.

Subscriber acknowledges and understands that Contractor accepts this Agreement with the understanding that Contractor's fulfilling the terms and conditions hereof shall in no way impair or interfere with any other alarm company's contractual rights with respect to Subscriber at the premise stated herein.

It is understood and agreed that if radio transmission is provided the radio transmitter described herein used for the transmission of signals and/or images may be the sole property of the Contractor and that, in the event of cancellation of service, the transmitter described herein will be returned to Contractor. If Contractor is unable to recover said transmitter, Subscriber shall be responsible for damages in the amount of \$1,000.

In the event MANUAL FIRE ALARM SERVICE, AUTOMATIC FIRE ALARM SERVICE, SPRINKLER ALARM SERVICE, MONITORING OF SUBSCRIBEROWNED FIRE ALARM SYSTEM OR SPRINKLER SUPERVISORY SERVICE is furnished under this Agreement, Contractor's system will be tested periodically by Contractor's employees. During the test time, the system will be out of service. Before each test, Contractor's employees will notify Subscriber's designated representative at the premises, that the test is to be made, and Subscriber agrees to notify all persons who may be affected, that the system is out of service during such test. Additionally, Subscriber may elect to have Contractor place the system into test status. If Subscriber elects to place the system into test by using a desktop/laptop, or tablet, or smartphone, he/she may do so by using the designated app at no charge. If Subscriber calls in to place the system into test Subscriber may be subject to an excessive calls fee. During the time a system is placed into test status Contractor will

continue to receive signals and/or images, if transmitted to Contractor, but will not notify the premise(s) nor the authorities. A system can remain in test status for up to eight (8) hours unless the system is terminated prior to the eight (8) hour limit. A system will automatically be removed from test status, unless other arrangements have been made.

Subscriber agrees to indemnify and hold Contractor harmless, including reasonable attorney's fees, from and against all claims, lawsuits and losses alleged to be caused by Contractor negligent performance or failure to perform under this Agreement.

Other than as specified in paragraph 1 hereof, Subscriber acknowledges that none of the equipment installed at Subscriber's premises is the property of Contractor, nor has Contractor approved or disapproved thereof, except for any equipment sold and installed by Contractor to Subscriber pursuant to any other agreement. Contractor has made no representation, warranties or agreements regarding the equipment, nor has Contractor participated in the design or installation of the alarm system or the alarm equipment. Contractor has no responsibility for the condition or operation of the alarm system or the alarm equipment and Contractor is not responsible for the maintenance, service or repair of said alarm system or equipment. Contractor shall not be liable or responsible for equipment failure which prevents signals and/or images from reaching Contractor. When Subscriber utilizes an IP signaling system or VoIP, Subscriber expressly understands it is Subscriber's sole responsibility to provide a battery back-up and necessary routers. In no way does Subscriber expect Contractor to be responsible for the battery backup or router associated with IP or VoIP.

The Subscriber does hereby authorize Contractor to check Subscriber's credit and employment history and Contractor may request a credit report on Subscriber.

This Contract excludes the equipment replacement cost of batteries, auxiliary back-up power supplies, printer toner, print ink cartridges and printer.

Subscriber is solely responsible for making available to Contractor any and all portions of the system to either be inspected and/or serviced.

Electronic Media; Personal Information; Consent to Call, Text or Email. 1.Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Pavion Corp. and all its subsidiaries may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise.

In the event any maintenance is to be performed hereunder when applicable, this contract excludes the equipment replacement cost of batteries, auxiliary back-up power supplies, printer toner, print ink cartridges and printer paper, modems and routers.

Rider for Addendums - Contract language does not specifically allow for addendums or change orders to the these 4 contracts. Subscriber wishes to engage Pavion from time to time to provide certain services to premises owned or leased by Subscriber without the necessity of negotiating and entering into another agreement. The parties agree that the Agreement shall govern all future sales and on-going services, such as but not limited to additional monitoring and subscription services.

EULA, SaaS, CCPA, SSA Flowdown required by many manufacturer's reseller agreement. Example - Subscriber may be required to acknowledge, agree to upon portal login and/or sign certain manufacturer terms of service. FOR EXAMPLE; End User License Agreement (EULA), Software as a Service (SaaS), Software Support Agreements (SSA's) and/or certain Privacy Act Terms and Conditions such as; California Consumer Privacy Act (CCPA). These documents are updated from time to time and will be made available upon request. NOTE - may be additional privacy acts in other states for example Texas, Indiana

Assignment of Contracts - No provision for assignment of contracts to be sold. Without this clause the contracts cannot be sold without significant legal effort.

RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that Contractor is authorized and permitted to subcontract any services to be provided by Pavion to third parties who may be independent of Contractor, and that Contractor shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints Contractor to act as Subscriber's agent with respect to such third parties, except that Contractor shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to Contractor's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of Contractor.

MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify Contractor in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event Contractor discovers the presence of suspected asbestos or other hazardous material, Contractor shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate Contractor for any additional expenses caused by the delay until work can resume. If Contractor, in its sole discretion, determines that continuing the work poses a risk to Contractor or its employees or agents, Contractor may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate Contractor for all services rendered and material provided to date of termination. Contractor shall be entitled to remove all its equipment and

uninstalled equipment and material from the job site. Under no circumstances shall Contractor be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

Disclaimer Form - This form is protective against claims that additional services were not offered that possibly could have mitigated a loss. The undersigned acknowledges that a representative of Contractor has explained additional equipment, systems and protection that may be available from Contractor, for additional charges, and the undersigned has had sufficient opportunity to consider the additional services that may be available, and has decided not to request or contract for such additional equipment, systems or protection.

Payment Terms - Pavion Corp. and all its subsidiaries' payment terms are strictly Net 30 from the date of invoice. In the case of progress payments, payment is expected within thirty (30) days after completion of the work properly performed during the payment period under the terms of the Master Service Agreement, AIA, or Schedule of Value. This agreement shall supersede all other agreements. All payment terms greater than Net 30 will require pre-approval from a Pavion Corp. Finance Manager or Credit Manager.

Failure to make payments within sixty (60) days after the completion of the Scope of Work or after the completion of a progress period, shall provide Pavion Corp. an option to terminate this agreement per the terms set forth without prior notice. In addition, any late payments may be subject to a 1.5% late fee.