

RESOLUTION NO. 22-272

**A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO PURCHASE TWO (2) ADDITIONAL QUADS FROM DATAVOX IN THE AMOUNT OF \$1,360.02. FUNDS AVAILABLE IN ACCOUNT 120-80-625-5240-00-00-000.**

**WHEREAS**, the City Council deems it is the public interest to authorize the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") to retrofit the property located at 549 4<sup>th</sup> Street in downtown Port Arthur; and

**WHEREAS**, per Resolution 21-027, the City Council approved the lease purchase of network and cabling solutions from Datavox; and

**WHEREAS**, there is a need for two (2) additional quads that will support the building automation system at 549 4<sup>th</sup> Street at a cost of \$1,360.02; and

**WHEREAS**, this purchase was approved by the Port Arthur Economic Development Corporation Board of Directors at its June 6, 2022 regular board meeting.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:**

**Section 1.** That the facts and opinions in the preamble are true and correct.

**Section 2.** That the City Council approves the purchase of two (2) additional quads from Datavox as needed for 549 4<sup>th</sup> Street in the amount of \$1,360.02 as delineated in Exhibit "A" attached hereto.

**Section 3.** That a copy of the caption of this Resolution be spread upon the Minutes of the City Council.

READ, ADOPTED AND APPROVED on this 2<sup>nd</sup> day of June A.D., 2022,

at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor

Bartie;

Councilmembers

Jones, Kinlaw, Marks  
Moser and Frank.

NOES:

None.

ATTEST

Sherri Bellard  
Sherri Bellard, City Secretary

Thurman Bartie  
Thurman Bartie, Mayor

APPROVED:

Krystle Mueller  
Krystle Mueller, Interim CEO

APPROVED AS TO FORM:

Frank Garcia  
Frank Garcia, PAEDC Attorney

APPROVED AS TO FORM:

Valecia R. Tizeno  
Valecia R. Tizeno, City Attorney

APPROVED AS TO AVAILABILITY OF FUNDS:

Kandy Daniel  
Kandy Daniel, Interim Finance Director

# Exhibit "A"

# Building Technology Solutions Proposal

for

## Port Arthur Economic Development

501 Procter Street

#100

Port Arthur, TX 77640 United States

409.963.1579

## 2 Dual Cable Change Order

**DVXB-16946**

Revision : 0

Last Modified : 2/24/2022

*Note: This proposal is valid until 3/26/2022*

Account Manager

**Whitney Ferguson**

System Design

**Chris Neely**



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

5215 North O'Connor Blvd 11th Floor | Irving, TX 75039 | 817-288-2700

# DataVox Corporate Profile



*Advanced Technology Solution Partner Since 1988*



## 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**



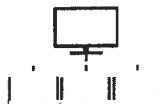
**IT Support &  
Managed  
Services**



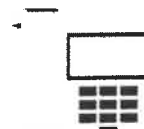
**Mobility**



**Network  
Cabling**



**Network  
Technology**



**Phone  
Systems**



**Physical  
Security**



**Smart  
Building**

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2/24/2022

## SCOPE OF WORK

### Description of Services:




This section describes Change Order that DataVox will provide and install.

- Provide and install (4) Plenum rated, Category 6 cable segments at 2 Dual Drops.
- All hardware is Commscope as defined by specs

***Terminate, test, and label all cable segments***

## BILL OF MATERIALS

### Horizontal Distribution Systems

	2	<b>Commscope</b> 2 Port L-Type Faceplate, Flush Mount, White
	1000	<b>Commscope</b> Uniprise® ETL Verified Category 6 U/UTP Cable, plenum, blue jacket, 4 pair count, CommPak
	4	<b>Commscope</b> Uniprise® Cat6 Modular Jack - Blue

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## 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.
- **Cabling:** All cabling for AV, Security, CATV, BMS, etc will be provided and installed by others unless specifically stated within this scope of work.
- **Security Cameras:** All cameras will be within 300ft of a network IDF/ switch when running category 6 cable segments. All required conduit will be provided by others.
- **Network Equipment:** All active gear such as network POE switches, network gear for CATV system, UPS/ battery back-up, servers and storage or lighting protection will be provided by other. PDU's, in the MDF and IDF will be provided and installed by others.
- **Patch Cords:** All patch cords will 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.
- **Lift Equipment:** Customer will provide scissor and/or boom lift and fuel cost for the duration of project, if required. Lift must be easily accessible for the duration of the project. If the Customer is unable to provide a scissor or boom lift, DataVox will provide the appropriate lift and bill back the cost of the lift to the Customer.

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# 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

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## 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*

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**Port Arthur Economic Development**



**2 Dual Cable Change Order**

**DVXB-16946**

Total Installation Price:

**\$1,360.02**

**Grand Total:**

**\$1,360.02**

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2/24/2022

## Purchase Options:

☐ **Cash Purchase Terms of Payment:**

<b>Billing Milestones</b>		<b>Amount Due</b>
Due on Signature	40.00 %	\$544.01
Progress Payments	55.00 %	\$748.01
Final Payment - Due on Project Completion	5.00 %	\$68.00
<b>Total Payments (Excluding Sales Tax):</b>		<b>100 % \$1,360.02</b>

**Technology Payment :**

☐ 36 Month Lease (FMV):

\* Payment per month \$45.52

\* Deposit (2) months \$91.05

\* Payment Excludes Sales Tax

☐ 60 Month Lease (FMV):

\* Payment per month \$30.4

\* Deposits (2) months \$60.98

\* Payment Excludes Sales Tax

**Support Service Agreement :**

<b>Description</b>		<b>Annual Charge</b>
<input type="checkbox"/> Standard Support Agreement (1 Year)		
1 Year warranty on workmanship, manufacture warranties still apply, all other labor billable after 1 Year)		Included
<input type="checkbox"/> Essential Support Service Agreement	4 Hours	\$800.00

(Includes a block of hours which gives guaranteed response times (SLA's). This block of hours agreement will be billed upfront and can be used for:

- Updating current software to the latest version
- Service Related Calls
- Preventative Maintenance
- End-User Knowledge Transfer and many other Building Technology Solutions related services

The Block of Hours contract expires at the end of the first year and will be automatically renewed the following year.

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# 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 reserve 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.**

**Port Arthur Economic Development**

**By:**

**By:**

(Signature)

(Signature)

**Name:**

**Name:**

**Title:**

**Title:**

**Date:**

**Date:**

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2/24/2022

Port Arthur Economic Development

2 Dual Cable Change Order



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## TERMS AND CONDITIONS

<https://www.datavox.net/terms-and-conditions/>

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