STATE OF TEXAS §
§
COUNTY OF FORT BEND §

AGREEMENT FOR FIRE & SECURITY ALARM, INSPECTION/TESTING FOR SPRINKLERS, ANTI-BACKFLOW SERVICES
TIPS RFP 240501

THIS AGREEMENT ("Agreement") is entered into by and between Fort Bend County, ("County"), a body corporate and politic under the laws of the State of Texas, and FireTron, Inc., ("FireTron"), a company authorized to conduct business in the State of Texas (hereinafter collectively referred to as the "parties").

WHEREAS, County is a member of The Interlocal Purchasing System ("TIPS") a government cooperative purchasing program; and

WHEREAS, FireTron was awarded an agreement through TIPS, RFP 240501 MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS ("TIPS Vendor Agreement – RFP 240501"); and

WHEREAS, FireTron and the County entered into an Agreement on or about, November 27, 2024 for the purchase of services utilizing the TIPS Vendor Agreement – RFP 240501 so that Firetron may provide fire extinguishers and alarm services (the "Services"), incorporated fully by reference; and

WHEREAS, FireTron represents that it is qualified and desires to perform such Services; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

AGREEMENT

1. Incorporation of Documents.

1.1 The following documents are attached hereto and, by this reference, incorporated in this agreement:

(a) Exhibit A – TIPS Vendor Agreement – RFP 240501;

(b) Exhibit B – Pricing Form; and

(c) Exhibit C – Scope of Services

2. Scope of Services.

2.1 FireTron shall render Services to County subject to the terms and conditions of the TIPS Vendor Agreement – RFP 240501 and in accordance with the requirements of Exhibit B and C.

3. Personnel; Independent Contractor.

3.1 FireTron represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that FireTron shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays. All employees of FireTron shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of FireTron who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

3.2 When performing Services on–site at the County, FireTron shall comply with, and ensure that all FireTron Personnel comply with, all rules, regulations and policies of County that are communicated to FireTron in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

3.3 In the performance of work or services hereunder, FireTron shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of FireTron or, where permitted, of its subcontractors. FireTron and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

4. Compensation and Payment.

4.1 FireTron's fees shall be calculated at the rates set forth in the attached Exhibit B. The Maximum Compensation for the performance of Services described in Exhibit B is Two Hundred Eighty-Three Thousand Three Hundred Eighty-Five and 80/100 dollars ($283,385.80). In no case shall the amount paid by County under this Agreement or the rates for Services as described in Exhibit B exceed the Maximum Compensation without an approved change order.

4.2 All performance of the Services by FireTron including any changes in the Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.

4.3 County will pay FireTron based on the following procedures:

(a) FireTron shall submit to County an original copy of each invoice showing the amounts due for services performed in a form acceptable to County to the following address:

Fort Bend County Auditor
c/o Accounts Payable
301 Jackson, Suite 701, Richmond, TX 77469
Email: auditor@fortbendcountytx.gov
Fax: 281-341-3774

(b) County shall review such invoices and approve them within thirty (30) calendar days with such modifications as are consistent with this Agreement. County reserves the right to withhold payment pending verification of satisfactory work performed. If County disputes charges related to the invoice submitted by FireTron, County shall notify FireTron no later than twenty-one (21) days after the date County receives the invoice. If County does not dispute the invoice, then County shall pay each such approved invoice within thirty (30) calendar days. Interest resulting from late payments by County shall be subject to Chapter 2251, TEXAS GOVERNMENT CODE. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

4.4 Limit of Appropriation

(a) FireTron clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of Two Hundred Eighty-Three Thousand Three Hundred Eighty-Five and 80/100 dollars ($283,385.80), specifically allocated to fully discharge any and all liabilities County may incur.

(b) FireTron does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that FireTron may become entitled to and the total maximum sum that County may become liable to pay to FireTron shall not under any conditions, circumstances, or interpretations thereof exceed Two Hundred Eighty-Three Thousand Three Hundred Eighty-Five and 80/100 dollars ($283,385.80). In no event will the amount paid by the County for all services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

5. Term.

5.1 The Term of this Agreement shall commence upon October 1, 2026 ("Effective Date") and terminate on September 30, 2027 ("Termination Date"). This Agreement shall not automatically renew and may only be renewed by a signed agreement of both parties.

6. Termination.

6.1 Termination for Convenience. County may terminate this Agreement at any time upon thirty (30) days written notice.

6.2 Termination for Default. County may terminate the whole or any part of this Agreement for cause in the following circumstances:

(a) If FireTron fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;

(b) If FireTron materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.

6.3 If, after termination, it is determined for any reason whatsoever that FireTron was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 6.1 above.

6.4 Upon termination of this Agreement, County shall compensate FireTron in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. FireTron's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above.

6.5 If County terminates this Agreement as provided in this Section 6, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to FireTron.

6.6 If County terminates this Agreement prior to the termination date, County shall not be subject to any early termination fee or other penalty.

6.7 Upon termination of this Agreement for any reason, if FireTron has any property in its possession belonging to County, FireTron will account for the same, and dispose of it in the manner the County directs.

7. Insurance.

7.1 Prior to commencement of the Services, FireTron shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on thirty (30) days' prior written notice to County. FireTron shall provide certified copies of insurance endorsements and/or policies if requested by County. FireTron shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. FireTron shall obtain such insurance written on an Occurrence form from such companies having Bests' rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

(a) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed. Employers' Liability insurance with limits of not less than $1,000,000 per injury by accident, $1,000,000 per injury by disease, and $1,000,000 per bodily injury by disease.

(b) Commercial general liability insurance with a limit of not less than $1,000,000 each occurrence and $2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.

(c) Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than $1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

(d) Professional Liability insurance with limits not less than $1,000,000.

7.2 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of FireTron shall contain a waiver of subrogation in favor of County and members of Commissioners Court.

7.3 If required coverage is written on a claims-made basis, FireTron warrants

that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the Agreement is completed.

7.4 Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, or faxed to the following County contact:

Name:	Wyatt Scott, Director of Risk Management
Address:	301 Jackson St., Suite 224, Richmond, TX 77469
Facsimile Number:	281-341-3751

8. Confidential and Proprietary Information.

8.1 FireTron acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by FireTron or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by FireTron shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that:

(a) Is or becomes (other than by disclosure by FireTron) publicly known or is contained in a publicly available document;

(b) Is rightfully in FireTron's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or

(c) Is independently developed by employees or agents of FireTron who can be shown to have had no access to the Confidential Information.

8.2 FireTron agrees to hold Confidential Information in strict confidence, using at least the same degree of care that FireTron uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential

Information confidential. FireTron shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, FireTron shall advise County immediately in the event FireTron learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and FireTron will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or FireTron against any such person. FireTron agrees that, except as directed by County, FireTron will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, FireTron will promptly turn over to County all documents, papers, and other matter in FireTron's possession which embody Confidential Information.

8.3 FireTron acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. FireTron acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

8.4 In providing all services hereunder, FireTron agrees to abide by the provisions of any applicable Federal or State laws.

8.5 FireTron expressly acknowledges that County is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by FireTron shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

9. Notices.

9.1 Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), or by fax.

9.2 Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this section:

County: Fort Bend County
Attn: County Judge
401 Jackson Street, Richmond, TX 77469
Fax: (281) 341-8609

FireTron: FireTron, Inc.
Attn: Robert Kaczmarek
10101-A Stafford Centre Drive
Stafford, Texas 77477
Email: rkaczmarek@firetron.com

9.3 A Notice is effective only if the party giving or making the Notice has complied with subsections 9.1 and 9.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

(a) If the Notice is delivered in person or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

(b) If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

10. Governing Law.

10.1 The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity. County does not agree to submit disputes

arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by FireTron in any way associated with the Agreement.

11. Certain State Law Requirements for Contracts. The contents of this Section are required by Texas Law and are included by County regardless of content.

a. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, FireTron verifies that if FireTron employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, FireTron does not boycott Israel and will not boycott Israel during the term of this Agreement.

b. Texas Government Code § 2252.152 Acknowledgment: By signature below, FireTron represents pursuant to § 2252.152 of the Texas Government Code, that FireTron is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under § 806.051, § 807.051, or § 2252.153.

12. Human Trafficking. BY ACCEPTANCE OF CONTRACT, FIRETRON ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

13. Performance Warranty.

13.1 FireTron warrants to County that FireTron has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and FireTron will apply that skill and knowledge with care and diligence to ensure that the services provided hereunder will be performed and delivered in accordance with the highest professional standards.

13.2 FireTron warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibits.

14. Use of Customer Name.

14.1 FireTron may use County's name without County's prior written consent only in any of FireTron's customer lists, any other use must be approved in advance by County.

15. Third Party Beneficiaries.

15.1 This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

16. Compliance with Laws.

16.1 FireTron shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, FireTron shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

17. Indemnity. The parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless FireTron for any reason are hereby deleted.

18. Assignment and Delegation.

18.1. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.

18.2. Neither party may delegate any performance under this Agreement.

18.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.

18.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

19. Successors and Assigns.

19.1 County and FireTron bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

20. Severability.

20.1 If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

21. Publicity.

21.1 Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall FireTron release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

22. Understanding, Fair Construction.

22.1 By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.

23. Interpretation; Captions.

23.1 For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to sections, schedules, and exhibits mean the sections of, and schedules and exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The schedules and exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

23.2 The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

24. Entire Agreement.

24.1 This Agreement, together with all related Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous

understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event there is a conflict between this Agreement and the attached Exhibits, this Agreement controls. The parties intend for the express terms and conditions contained in this Agreement (including any Exhibits hereto) to exclusively govern and control each of the parties' respective rights and obligations regarding the subject matter of this Agreement, and this Agreement is expressly limited to such terms and conditions. The parties have not relied on any statement, representation, warranty, or agreement of the other party or of any other person on such party's behalf, except for the representations, warranties, or agreements expressly contained in this Agreement.

24.2 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

25. Electronic and Digital Signatures.

25.1 The parties to this Agreement agree that the electronic and/or digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.

(Execution Page Follows)

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, this Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement and the attachments and exhibits hereto. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY	**FIRETRON, INC.**
	John L. Davis Digitally signed by John L. Davis DN: C=US, E=john.davis@firetron.com, O="Firetron, Inc.", OU=President, CN=John L. Davis Reason: I am approving this document Date: 2026.08.18 15:38:26-05'00'
Daniel Wong, County Judge	Authorized Agent – Signature
	John Davis
Date	Authorized Agent- Printed Name
ATTEST:	President
	Title
	08/18/2026
Laura Richard, County Clerk	Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of **$**_____ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

_____
Robert Ed Sturdivant, County Auditor

Exhibit A: TIPS Vendor Agreement – RFP 240501
Exhibit B: Pricing Form
Exhibit C: Scope of Services

I:\AGREEMENTS\2026 Agreements\Purchasing\Purchasing\Firetron, Inc. (27-Purch-100004)\Agreement for Fire & Security Alarm, Inspection/Testing for Sprinklers, Anti-Backflow Services.docx [MN 05.20.2026]

EXHIBIT A

TIPS VENDOR AGREEMENT

TIPS RFP 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

FireTron, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

    Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

    Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

    Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

    Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

    Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

    Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

    Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

    TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN**

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. Audit Rights. Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. Conflicts of Interest. The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. Volume of TIPS Sales. Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. Compliance with the Law. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. Severability. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. Immunity. Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES

Vendor Name: FireTron, Inc.

Vendor Address: 10101A Stafford Centre Dr. (HQ)

City: Stafford State: TX Zip Code: 77477

Vendor Authorized Signatory Name: Patti Kutzer

Vendor Authorized Signatory Title: Director Sales and Marketing CBR

Vendor Authorized Signatory Phone: 1-800-575-8766

Vendor Authorized Signatory Email: patti.kutzer@firetron.com

Vendor Authorized Signature: Patti Kutzer Date: 06/20/2024

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 8/19/2024



240501
FireTron Inc
Supplier Response

Event Information

Number: 240501
Title: MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services
Type: Request for Proposal
Issue Date: 5/2/2024
Deadline: 6/21/2024 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU HOLD TIPS CONTRACTS 210304 MRO SUPPLIES AND EQUIPMENT YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING REPLACED BY THIS CONTRACT. IF YOU ALREADY HOLD TIPS CONTRACT 230505 MRO ("230505") OR 220605 MRO ("220605") YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 230505 OR 220605 AT THIS TIME. IF YOU HOLD 230505 OR 220605, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 230505 OR 220605 CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT. THERE IS NO ADVANTAGE TO REPLACING YOUR 230505 OR 220605 CONTRACT WITH THIS CONTRACT UNLESS YOU ARE DISPLEASED

WITH SOME LIMITATION, PRICING/DISCOUNTS OR OTHERWISE, THAT YOUR ENTITY SUBMITTED IN YOUR ORIGINAL 230505 OR 220605 PROPOSAL.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

FireTron Inc Information

Address: 10101A Stafford Centre Drive
Stafford, TX 77477
Phone: (281) 499-1500 x102
Fax: (281) 499-3711
Toll Free: (855) 499-1500
Web Address: www.firetron.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Patti Kutzer
Signature

patti.kutzer@firetron.com
Email

Submitted at 6/21/2024 09:13:24 AM (CT)

Requested Attachments

Vendor Agreement

TIPS Vendor Agreement_ FireTron.pdf

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

Vendor Agreement Signature Form_ FireTron.pdf

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1

240501 Pricing Form 1_ FILLED_FireTron.xlsx

Pricing Form 1 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

240501 Pricing Form 2_FILLED_FireTron.xlsx

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Required Confidentiality Claim Form

Required Confidentiality Claim Form_FireTron.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Reference Form

240501 Reference Form_FILLED_ FireTron.xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Current Form W-9

Firetron Inc_ fw9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Certificates & Licenses (Supplemental Vendor Information Only)

Firetron Licenses_.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

Logo - Firetron.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1	**Disadvantaged/Minority/Women Business & Federal HUBZone** Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Texas.

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Since being founded in 1990, as a fire extinguisher & suppression services company, FireTron has grown to be the largest individually owned life safety company in the state of Texas. Our expertise includes sales, design, installation, service, and inspection of a wide range of life safety and integrated building technology systems to private corporations, independent school districts, healthcare organizations, universities, and government entities. Firetron, Inc. offers end-to-end Life Safety and Integrated Technology Solutions to protect assets, staff, and visitors to large, busy sites. Firetron can assess, design, install, and maintain a variety of solutions, including: Fire Safety and Emergency Response: ? Fire Inspections ? Fire Extinguishers by Badger and Pyro Chem ? Fire Alarm Systems; Notifier by Honeywell ? Commercial Fire Sprinkler Systems, Wet Pipe, Dry Pipe, Pre-Action, and Deluge models ? 2-way Radio Communication Equipment; Notifier by Honeywell ? Fire Suppression, Pyro Chem Systems Integrated Technology and Security Solutions: ? Surveillance Systems and Software Integration, Fiber Optics, Video Management Software ? Security Cameras: 1080p, 720p, Indoor/Outdoors, Wireless, Motion Detection/Motion Activation, Infrared Night vision Cameras, DVR/CCTV/Video Surveillance, License Plate Reader Cameras (LPRs), Audio Recording, PoE ? Mounts, Conduit Assemblies, Maintenance ? Central Video Monitoring Stations, Networked Audio Systems ? TekTone Nurse Call Systems ? Rauland Campus Communications ? Access Control ? Silent Panic Alarm Technology

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Patti Kutzer

7 Primary Contact Title

Primary Contact Title

Director of Sales and Marketing CBR

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

patti.kutzer@firetron.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

18005758766

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

0

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2819047919

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Javier Garza

13 **Secondary Contact Title**

Secondary Contact Title

Director Sales and Marketing

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

javier.garza@firetron.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8005758766

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

0

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2817822811

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Jo Lambert

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

apinvoices@firetron.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8005758766

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Patti Kutzer

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

patti.kutzer@firetron.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8005758766

24 **Company Website**

Company Website (Format - www.company.com)

www.firetron.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

US

26 **Primary Address**

Primary Address

10101A Stafford Centre Dr.

27 **Primary Address City**

Primary Address City

Stafford

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

77477

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Fire Safety, Emergency Response, Fire Inspections, Fire Extinguishers, Badger, Pyro Chem, Fire Alarm, Notifier by Honeywell, Commercial Fire Sprinkler Systems, Wet Pipe, Dry Pipe, Pre-Action, Deluge models, 2-way Radio Communication Equipment, Fire Suppression, Pyro Chem Systems, Integrated Technology and Security Solutions, Surveillance Systems, Software Integration, Fiber Optics, Video Management Software, Security Cameras: 1080p, 720p, Indoor/Outdoors, Wireless, Motion Detection/Motion Activation, Infrared Night vision Cameras, DVR/CCTV/Video Surveillance, License Plate Reader Cameras (LPRs), Audio Recording, PoE, Mounts, Conduit Assemblies, Maintenance, Central Video Monitoring Stations, Networked Audio Systems, TekTone Nurse Call Systems, Rauland Campus Communications, Access Control, Silent Panic Alarm Technology

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Houston

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

Texas

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

40

35 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is $100 and for "Tablet Set-Up Service" is $100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $90, "Tablet Set-Up Service" - $90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for $200 and have increased the price of "Tablet A" to $110 and the price of "Tablet Set-Up Service" to $110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - $99, "Tablet Set-Up Service" - $99, and "Tablet B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

15%

37 **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38 **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

39 **"Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

41

TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

42

TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

43	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

44	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

45	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

46	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

47 **Required Confidentiality Claim Form**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.
If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

48 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).
Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify

49 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree

50 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes, Vendor agrees

51 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees

52 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees

53 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes, Vendor certifies

54	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes, Vendor certifies
55	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes, Vendor certifies

56 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

57 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

58 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes, Vendor certifies

59 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

N/A

61 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

65 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

N/A

66 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

67

Suspension or Debarment Certification

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

68

Vendor Certification of Criminal History - Texas Education Code Chapter 22

Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law.

DEFINITIONS

Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

Vendor certifies:

NONE (Section A): None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

69	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
70	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
71	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

72	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
73	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

75 **2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

Yes

76 **2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes, Vendor agrees

77 **2 CFR Part 200 or Federal Provision - Termination**

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes, Vendor agrees

78	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
79	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

80

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

81

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

82

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

83	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
84	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

85

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

Yes, Vendor certifies

86

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes, Vendor certifies

87

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

88

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

89

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

90

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

91

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

92

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

93	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
94	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
95	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
96	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. YES

97	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes, Vendor certifies
98	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 240501 MRO (Maintenance, Repair, and Operations of Facilities and Grounds)	FireTron, Inc.

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact	Valid Contact Email	Valid Contact Phone
Example: ABC Universit	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
CC ISD	Tom Young	tyoung@ccisd.net	713-819-0039
CyFair ISD	Max Churchman	max.churchman@cfisd.net	281-513-8944
Galena Park ISD	Jaime Hernandez	jhernandez1@galenaparkisd.com	832-250-9149
Brazosport ISD	Stephen West	stephen.west@brazosportisd.net	(979)730-7055
Crosby ISD	Chuck Murray	cmurray@crosbyisd.org	713-817-8950

TIPS CONTRACT 240501

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: FireTron, Inc.

Vendor Authorized Signatory Name: Patti Kutzer

Vendor Authorized Signatory Title: Director Sales and Marketing CBR

Vendor Authorized Signatory Email: patti.kutzer@firetron.com

Vendor Address: 10101A Stafford Centre Dr. (HQ)

City: Stafford State: TX Zip Code: 77477

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: 0

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Patti Kutzer

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

FIRE ALARM CERTIFICATE OF REGISTRATION
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
FIRETRON, INC.

Registration Number
ACR-1136
Effective Date:04-24-1992
Expiration Date: 04-24-2027

Business Location:
10101 STAFFORD CENTRE DR STE A, STAFFORD, TX 77477-5026

Doing Business As:

Registered Location(s):

2155 Chenault #405	Carrollton
11400 Hwy 30 Ste 803	College Station
1959 Saratoga Blvd # 3102	Corpus Christi
2301 Double Creek Dr Ste 210	Round Rock
208 Enterprise Dr	Victoria

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates on our website.

FIRE EXTINGUISHER CERTIFICATE OF REGISTRATION
TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
FIRETRON, INC.

Registration Number
ECR-1751245
Effective Date:04-02-1220
Expiration Date: 04-02-9097

Business Location:
10101 STAFFORD CENTRE DR STE A, STAFFORD, TX 77577-609h

Doing Business As:

Registered Location(s):

9166 Cl enau# H506	Carro#on
11500 wy 3 40 Ste 804	Co#ege Station
1262 Saratoga B#d H4109	Corpus Cl risti
9401 Doub#e Creek Dr Ste 910	Round Rock
908 Enterprise Dr	Victoria

To receive ney s and updates from tl e SFMO concerning fire industr3 #censing, sign up for tl e SFMO Licensing eNey s updates on our y ebsite.

FIRE SPRINKLER CERTIFICATE OF REGISTRATION – GENERAL

TEXAS DEPARTMENT OF INSURANCE
STATE FIRE MARSHAL'S OFFICE

Issued To:
FIRETRON, INC.

Registration Number
SCR-G-1004
Effective Date:02-14-2008
Expiration Date: 02-14-2027

Business Location:
10101 A STAFFORD CENTRE, STAFFORD, TX 77477

Doing Business As:

Registered Location(s):

To receive news and updates from the SFMO concerning fire industry licensing, sign up for the SFMO Licensing eNews updates on our website.

Texas Department of Public Safety
Regulatory Services Division
Certificate of Private Security Licensure

FIRETRON, INC.

B17136

Is Duly Licensed as

Security Contractor
Electronic Access Company
Alarm Company

Director, Department of Public Safety

EXPIRES: 03/31/2027

This certificate affirms the above stated company is licensed pursuant to Texas Occupations code 1702. The license will expire on date stated above.
Texas Department of Public Safety, Regulatory Services Division. 5806 Guadalupe Street, Austin, Texas 78752.
http://www.dps.texas.gov

EXHIBIT B

Fort Bend County

Fire & Security Alarm Services Pricing Inspections and/or Tests for Sprinklers, Anti-Backflows, etc.

TIPS 240501

10/01/2026-09/30/2027

SECTION 1: Inspections and/or Tests for Sprinklers, Anti-Backflows, etc.						
Facility	**Address**	**Type of Inspection/Test**	**Lawson Number**	**Frequency/ Quantity per Year**	**Price per Inspection/ Test**	**Extended Price**
Travis Annex	309 S 4th Street Richmond, TX	Sprinkler	11658	1	$2,672.00	$ 2,672.00
						$ -
		Fire Pump Flow Test	11659	1	$ 229.50	$ 229.50
		Water Storage Tank	11660	1	$ 223.50	$ 223.50
Historical Courthouse	401 Jackson Street Richmond, TX	Sprinkler	11801	1	$ 459.00	$ 459.00
						$ -
		Testing of Backflow Preventers	7743	1	$ 229.50	$ 229.50
		Dry Pipe Test	7744	1	$ 229.50	$ 229.50
Jane Long Annex	500 Liberty Street Richmond, TX	Sprinkler	9443	1	$ 918.00	$ 918.00
						$ -
		Testing of Backflow Preventers	9459	1	$ 229.50	$ 229.50
Emergency Operations Center	307 Fort Street Richmond, TX	Sprinkler	15887	1	$ 459.00	$ 459.00
						$ -
		Testing of Backflow Preventers	15889	1	$ 229.50	$ 229.50
Medic 6	204 Main Street Richmond, TX	Sprinkler	11661	1	$ 459.00	$ 459.00
						$ -
		Testing of Backflow Preventers	11662	1	$ 229.50	$ 229.50
Tax Office	1317 Eugene Heimann Cir Richmond, TX	Sprinkler	9456	1	$ 459.00	$ 459.00
						$ -
		Testing of Backflow Preventers	9455	1	$ 229.50	$ 229.50
Justice Center	1422 Eugene Heimann Cir Richmond, TX	Sprinkler	9959	1	$ 5,176.00	$ 5,176.00
						$ -
		Pre-Action	9960	1	$ 918.00	$ 918.00
		Testing of Backflow Preventers	9961	1	$ 229.50	$ 229.50
		Fire Pump Flow Test	9962	1	$ 229.50	$ 229.50
Justice Center - Parking	1418 Eugene Heimann Cir	Standpipes	9012	2	$ 459.00	$ 918.00
Precinct 4 Building	1517 Eugene Heimann Cir Richmond, TX	Sprinkler	9454	1	$ 459.00	$ 459.00
						$ -
		Testing of Backflow	9453	1	$ 229.50	$ 229.50
Landmark Community Center	100 Louisiana St. Missouri City, TX	Sprinkler Annual	16263	0		$ -
						$ -
		*Standpipe Inspection	16627	1	$ 459.00	$ 459.00
Gus George Academy	1522 Eugene Heimann Cir Richmond, TX	Sprinkler	9963	1	$ 459.00	$ 459.00
						$ -
		Testing of Backflow Preventers	9964	1	$ 229.50	$ 229.50
Juvenile Justice Alternative Education	122 Golfview Dr Richmond, TX	Sprinkler	11663	1	$ 459.00	$ 459.00
						$ -
		Testing of Backflow Preventers	11664	1	$ 229.50	$ 229.50
		Fire Hose & Re-rack Inspection	11665	1	$ 229.50	$ 229.50

SECTION 1: Inspections and/or Tests for Sprinklers, Anti-Backflows, etc. (cont'd):						
Facility	**Address**	**Type of Inspection/Test**	**Lawson Number**	**Frequency/ Quantity per**	**Price per Inspection/**	**Extended Price**
Vehicle Maintenance	230 Legion Richmond, TX	Sprinkler	9458	1	$ 459.00	$ 459.00
						$ -
		Testing of Backflow Preventers	9457	1	$ 229.50	$ 229.50
Sheriff's Office - Jail East Tower	1410 Williams Way #1 Richmond, TX	Sprinkler	11666	1	$ 4,483.00	$ 4,483.00
						$ -
		Testing of Backflow Preventers	11667	1	$ 229.50	$ 229.50
		Fire Pump	11668	1	$ 229.50	$ 229.50
		~~Fire Hose & Re-rack Inspection~~	~~11669~~	~~0~~		~~$ -~~
Sheriff's Office - Jail West Tower	1410 Williams Way Richmond, TX	Sprinkler	11670	1	$ 7,230.00	$ 7,230.00
						$ -
		Testing of Backflow Preventers	11671	2	$ 229.50	$ 459.00
		Fire Pump	11672	1	$ 229.50	$ 229.50
		Fire Hose & Re-rack	11673	1	$ 229.50	$ 229.50
Sheriff's Office Administration	1840 Richmond Parkway Richmond, TX	Sprinkler	14044	1	$ 918.00	$ 918.00
		Testing of Backflow Preventers	14046	1	$ 229.50	$ 229.50
		~~Fire Door~~	~~14047~~	~~0~~		~~$ -~~
Road & Bridge Needville Service Center	3743 School Street Needville, TX	Sprinkler	9549	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	9548	1	$ 229.50	$ 229.50
EMS Medic One	4332 Highway 36 Rosenberg, TX	Sprinkler	9444	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	9452	1	$ 229.50	$ 229.50
Extension Service- Agriculture Center	1402 Band Rd. Rosenberg, TX	Sprinkler	7749	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	11674	1	$ 229.50	$ 229.50
Drainage	1124 Blume Rd Rosenberg, TX	Sprinkler	7745	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	11675	1	$ 229.50	$ 229.50
Juvenile Justice Alternative Education Program Boot Camp	3403 Avenue F Rosenberg, TX	Sprinkler Annual	9576	1	$ 229.50	$ 229.50
		Testing of Backflow Preventers	11676	1	$ 229.50	$ 229.50
Rosenberg Annex	4520 Reading Rd Rosenberg, TX	Sprinkler Annual	7746	1	$ 918.00	$ 918.00
		Testing of Backflow Preventers	7747	1	$ 229.50	$ 229.50
North Annex	22333 Grand Corner Dr Katy, TX	Sprinkler Annual	9442	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	9451	1	$ 229.50	$ 229.50

SECTION 1: Inspections and/or Tests for Sprinklers, Anti-Backflows, etc. (cont'd):						
Facility	**Address**	**Type of Inspection/Test**	**Lawson Number**	**Frequency/ Quantity per**	**Price per Inspection/**	**Extended Price**
Mission Bend Library	8421 Addicks Clodine Rd Houston, TX	Sprinkler Annual	13496	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	13499	1	$ 229.50	$ 229.50
Mission Bend Community Center	8709 Addicks Clodine Rd Houston, TX	Sprinkler Annual	14048	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	14050	1	$ 229.50	$ 229.50
5th Street Community Center	3110 5th Street Stafford,TX	Sprinkler Annual	11677	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	11678	1	$ 229.50	$ 229.50
Headstart	3110A 5th Street Stafford, TX	Sprinkler Annual	11679	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	11680	1	$ 229.50	$ 229.50
Boys/Girls Club	5525 Hobby Rd Houston, TX	Sprinkler Annual	11681	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	11682	1	$ 229.50	$ 229.50
George Memorial Library Administration Building	1003 Golfview Dr Richmond, TX	Sprinkler Annual	11394	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	11683	1	$ 229.50	$ 229.50
George Memorial Library	1001 Golfview Dr Richmond, TX	Sprinkler Annual	7750	1	$ 918.00	$ 918.00
		Testing of Backflow Preventers	11684	1	$ 229.50	$ 229.50
		Fire Cabinet Hose	7751	1	$ 229.50	$ 229.50
University Library	14010 University Blvd Sugar Land, TX	Sprinkler Annual	9704	1	$ 918.00	$ 918.00
		Testing of Backflow Preventers	11685	1	$ 229.50	$ 229.50
First Colony Library	2121 Austin Parkway Sugar Land, TX	Sprinkler Annual	7753	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	11686	1	$ 229.50	$ 229.50
Sienna Annex	5855 Sienna Springs Way Missouri City, TX	Sprinkler Annual	12630	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	12633	1	$ 229.50	$ 229.50
Sienna Library	8411 Sienna Springs Blvd Missouri City, TX	Sprinkler Annual	9572	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	11687	1	$ 229.50	$ 229.50
Missouri City Library	1530 Texas Parkway Missouri City, TX	Sprinkler Annual	7752	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	11688	1	$ 229.50	$ 229.50
Missouri City Annex	307 Texas Parkway Missouri City, TX	Sprinkler Annual	9460	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	8781	1	$ 229.50	$ 229.50

SECTION 1: Inspections and/or Tests for Sprinklers, Anti-Backflows, etc. (cont'd):						
Facility	**Address**	**Type of Inspection/Test**	**Lawson Number**	**Frequency/ Quantity per**	**Price per Inspection/**	**Extended Price**
Sugar Land Library	550 Eldridge Rd Sugar Land, TX	Sprinkler Annual	7755	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	11689	1	$ 229.50	$ 229.50
4 Corners Multipurpose Community Center	15710 Richmond Rd Sugar Land, TX	Sprinkler Annual	13500	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	13503	1	$ 229.50	$ 229.50
Cinco Ranch Library	2620 Commercial Center Blvd Katy, TX	Sprinkler Annual	7754	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	11690	1	$ 229.50	$ 229.50
Public Safety Annex	6561 Flewellen Way Fulshear, TX 77441	Sprinkler Annual	14575	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	14577	1	$ 229.50	$ 229.50
Medical Examiner's Office	3840 Bamore Road, Rosenberg TX	Sprinkler Annual	13945	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	13947	1	$ 229.50	$ 229.50
Public Transportation Facility	3737 Bamore Road, Rosenberg TX	Sprinkler Annual	13948	2	$ 459.00	$ 918.00
		Testing of Backflow Preventers	13950	3	$ 229.50	$ 688.50
EMS Medic 602	406 Houston St. Rosenberg, TX	Sprinkler Annual	16272	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	16274	1	$ 229.50	$ 229.50
Boys & Girls - Rosenberg	1820 Ave. E Rosenberg, TX	Sprinkler Annual	16575	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	16576	1	$ 229.50	$ 229.50
North Library	6350 GM Library Rd. Fulshear, TX	Sprinkler Annual	16577	1	$ 459.00	$ 459.00
Precinct 3 Annex	151 Stadium Dr. Sugar Land, TX	Sprinkler Annual	16578	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	16579	1	$ 229.50	$ 229.50
Pecan Grove Gym	727 Plantation Dr. Richmond, TX					$ -
		Standpipe	16611	1	$ 459.00	$ 459.00
						$ -
Fulshear Annex	8100 FM 359 S, Fulshear, TX	Sprinkler Annual	16609	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	16603	1	$ 229.50	$ 229.50
Attack Poverty	1908 Ave E Rosenberg, Tx	Sprinkler Annual	16610	1	$ 459.00	$ 459.00
		Testing of Backflow Preventers	16604	1	$ 229.50	$ 229.50
*Elections Bldg	3730 Bamore Rd Rosenberg, Tx	Sprinkler Annual		1	$ 459.00	$ 459.00
		Testing of Backflow Preventers		1	$ 229.50	$ 229.50
*Law Enforcement Range	2710 Stella Rd Rosenberg, TX	Sprinkler Annual		1	$ 1,450.00	$ 1,450.00
*Law Enforcement SWAT	2710 Stella Rd Rosenberg, TX	Sprinkler Annual		1	$ 1,150.00	$ 1,150.00
*Law Enforcement Training Bldg	2710 Stella Rd Rosenberg, TX	Sprinkler Annual		1	$ 1,450.00	$ 1,450.00
*Law Enforcement Training Bldg	2710 Stella Rd Rosenberg, TX	Testing of Backflow Preventers		1	$ 229.50	$ 229.50
*Fresno Boys & Girls	1031 W Sycamore Fresno, Tx 77545	Sprinkler Annual		1	$ 459.00	$ 459.00
		Testing of Backflow Preventers		1	$ 229.50	$ 229.50
Total of Inspections and/or Tests for Sprinklers, Anti-Backflows, etc. for one (1) year intervals:						**$ 62,620.00**

SECTION 2: Inspections for Fire Alarm Systems:						
Facility	**Address**	**Type of Inspection**	**Lawson Number**	**Frequency/ Quantity per Year**	**Price per Inspection**	**Extended Price**
Travis Annex	309 S 4th Street Richmond, TX	Fire Alarm	7760	1	$ 4,590.00	$ 4,590.00
Historical Courthouse	401 Jackson Richmond, TX	Fire Alarm	7757	1	$ 459.00	$ 459.00
Jane Long Annex	500 Liberty Street Richmond, TX	Fire Alarm	15747	1	$ 459.00	$ 459.00
Emergency Operations Center	307 Fort Richmond, TX	Fire Alarm	15864	1	$ 1,836.00	$ 1,836.00
Medic 6	204 Main Street Richmond, TX	Fire Alarm	12412	1	$ 459.00	$ 459.00
Tax Office	1317 Ransom Rd Richmond, TX	Fire Alarm	7762	1	$ 459.00	$ 459.00
Precinct 1 Building	1517 Ransom Rd Richmond, TX	Fire Alarm	7761	1	$ 459.00	$ 459.00
Gus George Academy	1522 Eugene Heimann Cir Richmond, TX	Fire Alarm	9965	1	$ 1,836.00	$ 1,836.00
Legion Court Annex	117 Legion Richmond, TX	Fire Alarm	11691	1	$ 459.00	$ 459.00
Juvenile Justice Alternative Education	122 Golfview Dr Richmond, TX	Fire Alarm	11692	1	$ 459.00	$ 459.00
Juvenile Justice Alternative Education School	122 Golfview Dr Richmond, TX	Fire Alarm	13504	1	$ 2,065.55	$ 2,065.55
Vehicle Maintenance	230 Legion Richmond, TX	Fire Alarm	9462	1	$ 459.00	$ 459.00
SO Vocational School	206 Legion Richmond, TX	Fire Alarm	11693	1	$ 459.00	$ 459.00
Justice Center	1422 Eugene Heimann Cir Richmond,TX	Fire Alarm	11694	1	$ 15,032.25	$ 15,032.25
Sheriff's Office - Jail West Tower	1410 Williams Way Richmond, TX	Fire Alarm	11695	1	$ 22,032.00	$ 22,032.00
Sheriff's Office - Jail East Tower	1410 Williams Way #1 Richmond, TX	Fire Alarm	11696	1	$ 15,835.50	$ 15,835.50
SO Administration	1840 Richmond Parkway Richmond, TX	Fire Alarm	14051	1	$ 918.00	$ 918.00
Needville Annex	3114 Rosenberg St Needville, TX	Fire Alarm	7764	1	$ 459.00	$ 459.00
Needville Service Center	3743 School Street Needville, TX	Fire Alarm	9550	1	$ 459.00	$ 459.00
EMS Medic One	4332 Highway 36 Rosenberg, TX	Fire Alarm	9446	1	$ 918.00	$ 918.00
Extension Service- Agriculture Center	1402 Band Rd Rosenberg, TX	Fire Alarm	7769	1	$ 459.00	$ 459.00
Extension Service- Education Center	1402 Band Rd #100 Rosenberg, TX	Fire Alarm	10387	1	$ 459.00	$ 459.00
Bud O'Shieles Community Center	1330 Band Rd Rosenberg, TX	Fire Alarm	7770	1	$ 918.00	$ 918.00
Drainage	1124 Blume Rd Rosenberg, TX	Fire Alarm	7758	1	$ 459.00	$ 459.00
Animal Services	1210 Blume Rd A Rosenberg, TX	Fire Alarm	9966	1	$ 459.00	$ 459.00
Animal Services Expansion 2	1210 Blume Rd B Rosenberg, TX	Fire Alarm	14052	1	$ 459.00	$ 459.00
Juvenile Justice Alternative Education Program Boot Camp	3403 Avenue F Rosenberg, TX	Fire Alarm	9577	1	$ 918.00	$ 918.00
Central Appraisal District (CAD)	2801 B F Terry Blvd Rosenberg, TX	Fire Alarm	11697	1	$ 459.00	$ 459.00

SECTION 2: Inspections for Fire Alarm Systems (cont'd):						
Facility	**Address**	**Type of Inspection**	**Lawson Number**	**Frequency/ Quantity per Year**	**Price per Inspection**	**Extended Price**
Rosenberg Annex	4520 Reading Rd Rosenberg, TX	Fire Alarm	7759	1	$ 459.00	$ 459.00
Jones Creek Ranch Lodge	7114 FM 359 S Richmond, TX	Fire Alarm	11698	1	$ 918.00	$ 918.00
Bunkhouse		Fire Alarm	11699	1	$ 918.00	$ 918.00
North Annex	22333 Grand Corner Dr Katy, TX	Fire Alarm	9445	1	$ 459.00	$ 459.00
Mission Bend Library	8421 Addicks Clodine Rd Houston, TX	Fire Alarm	13505	1	$ 918.00	$ 918.00
Mission Bend Community Center	8709 Addicks Clodine Rd Houston, TX	Fire Alarm	14053	1	$ 918.00	$ 918.00
Precinct 3 Building	12919 Dairy Ashford Sugar Land, TX	Fire Alarm	15865	1	$ 918.00	$ 918.00
5th Street Community Center	3110 5th Street Stafford, TX	Fire Alarm	7765	1	$ 918.00	$ 918.00
5th Street Gym	3110 5th Street Stafford, TX	Fire Alarm	13391	1	$ 459.00	$ 459.00
Headstart	3110A 5th St Stafford, TX	Fire Alarm	11700	1	$ 310.00	$ 310.00
Missouri City Library	1530 Texas Parkway Missouri City, TX	Fire Alarm	7772	1	$ 918.00	$ 918.00
Missouri City Annex	307 Texas Parkway Missouri City, TX	Fire Alarm	9461	1	$ 688.50	$ 688.50
Landmark Community Center	100 Louisiana Missouri City, TX 77489	Fire Alarm	14203	1	$ 459.00	$ 459.00
East End Annex	303 Texas Parkway Missouri City, TX	Fire Alarm	7763	1	$ 688.50	$ 688.50
Boys/Girls Club	5525 Hobby Rd Houston, TX	Fire Alarm	7778	1	$ 459.00	$ 459.00
Pinnacle Senior Center	5525 Hobby Rd Houston, TX	Fire Alarm	10419	1	$ 459.00	$ 459.00
Mustang Community Center	4521 FM 521 Fresno, TX	Fire Alarm	7777	1	$ 688.50	$ 688.50
Jake Dove Arcola Juvenile Camp	400 Coen Road Rosharon, TX	Fire Alarm	9463	1	$ 459.00	$ 459.00
Sienna Annex	5855 Sienna Springs Way Missouri City, TX	Fire Alarm	12644	1	$ 1,836.00	$ 1,836.00
George Memorial Library Administration Building	1003 Golfview Dr Richmond, TX	Fire Alarm	11701	1	$ 918.00	$ 918.00
George Memorial Library	1001 Golfview Dr Richmond, TX	Fire Alarm	7771	1	$ 918.00	$ 918.00
University Library	14010 University Blvd Sugar Land, TX	Fire Alarm	9705	1	$ 918.00	$ 918.00
First Colony Library	2121 Austin Parkway Sugar Land, TX	Fire Alarm	7773	1	$ 918.00	$ 918.00
Sienna Library	8411 Sienna Springs Blvd Missouri City, TX	Fire Alarm	9573	1	$ 918.00	$ 918.00
Sugar Land Library	550 Eldridge Rd Sugar Land, TX	Fire Alarm	7776	1	$ 918.00	$ 918.00
4 Corners Multipurpose Community Center	15710 Old Richmond Rd Sugar Land, TX	Fire Alarm	13335	1	$ 918.00	$ 918.00
Cinco Ranch Library	2620 Commercial Center Blvd Katy, TX	Fire Alarm	7775	1	$ 918.00	$ 918.00
Fulshear Annex	8100 FM 359 S Fulshear, TX	Fire Alarm	7774	1	$ 918.00	$ 918.00
Public Safety Annex	6561 Flewellen Way Fulshear, TX	Fire Alarm	14578	1	$ 1,836.00	$ 1,836.00

SECTION 2: Inspections for Fire Alarm Systems (cont'd):						
Facility	**Address**	**Type of Inspection**	**Lawson Number**	**Frequency/ Quantity per**	**Price per Inspection**	**Extended Price**
Pinnacle Aquatic Center	5525 D Hobby, Houston TX	Fire Alarm	13951	1	$ 459.00	$ 459.00
Medical Examiner's Office	3840 Bamore Road, Rosenberg TX	Fire Alarm	13952	1	$ 1,836.00	$ 1,836.00
Public Transportation Facility	3737 Bamore Road, Rosenberg TX	Fire Alarm 3	13953	1	$ 1,836.00	$ 1,836.00
EMS Medic 602	406 Houston St. Rosenberg, TX	Fire Alarm	16275	1	$ 459.00	$ 459.00
Auto Theft	231 Legion Drive Richmond, TX	Fire Alarm	16276	1	$ 459.00	$ 459.00
Medical Examiner Expansion	3840 Bamore Road, Rosenberg TX	Fire Alarm	16612	1	$ 459.00	$ 459.00
EMS Beasley	219 S. 4th St. Beasley, TX	Fire Alarm	16613	1	$ 688.50	$ 688.50
Pecan Grove Gym	727 Plantation Dr. Richmond, TX	Fire Alarm	16614	1	$ 459.00	$ 459.00
Boys & Girls - Rosenberg	1820 Ave. E Rosenberg, TX	Fire Alarm	16590	1	$ 459.00	$ 459.00
Precinct 3 Annex	151 Stadium Dr. Sugar Land, TX	Fire Alarm	16591	1	$ 688.50	$ 688.50
Attack Poverty	1908 Ave E Rosenberg, Tx	Fire Alarm	16626	1	$ 459.00	$ 459.00
*Elections Bldg	3730 Bamore Rd Rosenberg, Tx	Fire Alarm		1	$ 459.00	$ 459.00
*Law Enforcement Range	2710 Stella Rd Rosenberg, TX	Fire Alarm		1	$ 785.00	$ 785.00
*Law Enforcement SWAT	2710 Stella Rd Rosenberg, TX	Fire Alarm		1	$ 695.00	$ 695.00
*Law Enforcement Training Bldg	2710 Stella Rd Rosenberg, TX	Fire Alarm		1	$ 785.00	$ 785.00
*Fresno Boys & Girls	1031 W Sycamore Rd Fresno, Tx 77545	Fire Alarm		1	$ 459.00	$ 459.00
*Lakeview	226 Lakeview Dr Sugar Land, Tx 77478	Fire Alarm		1	$ 918.00	$ 918.00
*Barbara Jordan Community Center	8705 Park St Needville, Tx 77461	Fire Alarm		1	$ 918.00	$ 918.00
Total for Inspections for Fire Alarm Systems for one (1) year intervals:						**$ 111,931.80**

SECTION 3: Inspections for Ansul Systems, FM200 Systems and Special Hazards:						
Facility	**Address**	**Type of Inspection/Test**	**Lawson Number**	**Frequency/ Quantity per Year**	**Price per Inspection/ Test**	**Extended Price**
Jane Long Annex	500 Liberty Street Richmond, TX	FM200	11702	2	$ 459.00	$ 918.00
Emergency Operations Center	307 Fort Street Richmond, TX	Ansul and Kitchen Hood SystemInspection	15886	2	$ 782.00	$ 1,564.00
		Gas Suppression	16265	2	$ 782.00	$ 1,564.00
Jail West Tower	1410 Williams Way Richmond, TX	Ansul and Kitchen Hood SystemInspection	11703	2	$ 1,377.00	$ 2,754.00
		Ansul and Kitchen Hood SystemInspection	13506	2	$ 1,377.00	$ 2,754.00
		Ventless Hood Inspection	16277	2	$ 1,377.00	$ 2,754.00
		FM200	11704	4	$ 1,377.00	$ 5,508.00
Juvenile Justice Alternative Education	122 Golfview Dr Richmond, TX	Ansul and Kitchen Hood System Inspection	11705	2	$ 1,377.00	$ 2,754.00
Jail Radio Tower	210 Legion Dr Richmond, TX	FM200	11706	2	$ 459.00	$ 918.00
George Memorial Library Administration Building	1003 Golfview Dr Richmond, TX	Special Hazard (2)	11395	2	$ 459.00	$ 918.00
Fairgrounds Bldg #B	4310 Highway 36 Rosenberg, TX	Ansul and Kitchen Hood System Inspection	11707	2	$ 918.00	$ 1,836.00
Bldg #C		Ansul and Kitchen Hood System Inspection	11708	2	$ 459.00	$ 918.00
George Pavilion		Ansul and Kitchen Hood System Inspection	13507	2	$ 459.00	$ 918.00
Bud O'Shieles Community Center	1330 Band Rd Rosenberg, TX	Ansul System Inspection	7781	2	$ 918.00	$ 1,836.00
Extension Service- Education Center	1440 Band Rd Rosenberg, TX	Ansul and Kitchen Hood System	7780	2	$ 918.00	$ 1,836.00
University Library	14010 University Blvd Sugar Land, TX	Special Hazard	9702	2	$ 459.00	$ 918.00
First Colony Library	2121 Austin Parkway Sugar Land, TX	Special Hazard	7782	2	$ 459.00	$ 918.00
Sienna Library	8411 Sienna Springs Blvd Missouri City, TX	Special Hazard	9574	2	$ 459.00	$ 918.00
Fulshear Annex	8100 FM 359 S Fulshear, TX	Special Hazard	7783	2	$ -	$ -
Cinco Ranch Library	2620 Commerical Center Blvd Katy, TX	Special Hazard	7784	2	$ 459.00	$ 918.00
Mission Bend Library	8421 Addicks Clodine Rd Houston, TX	Special Hazard	13508	2	$ 459.00	$ 918.00
Missouri City Library	1530 Texas Parkway Missouri City, TX	Special Hazard	14204	2	$ 459.00	$ 918.00
Public Transportation	3737 Bamore Rd Rosenberg, TX	Gas Suppression	16266	2	$ 918.00	$ 1,836.00
Medical Examiner Expansion	3840 Bamore Road, Rosenberg TX	Ansul and Kitchen Hood System	16585	2	$ 459.00	$ 918.00
EMS Beasley	219 S. 4th St. Beasley, TX	Ansul and Kitchen Hood System	16586	2	$ 459.00	$ 918.00
Attack Poverty	1908 Ave E Rosenberg, Tx	Ansul and Kitchen Hood System	16820	2	$ 459.00	$ 918.00
*Recycling Center	1200 Blume Rd Rosenberg, TX	Gas Suppression	New	2	$ 918.00	$ 1,836.00
*Law Enforcement Training Bldg	2710 Stella Rd Rosenberg, TX	Gas Suppression	New	2	$ 947.50	$ 1,895.00
*Barbara Jordan Community Center	8705 Park St Needville, Tx 77461	Gas Suppression	New	2	$ 947.50	$ 1,895.00
Total for Inspections for Ansul Systems, FM200 Systems and Special Hazards for one (1) year intervals:						**$ 45,474.00**

SECTION 4: Fire and Security Monitoring Services:						
Facility	**Address**	**Type of Monitoring**	**Lawson Number**	**One-Time Alarm Programing Fee**	**Price per Month**	**Extended Price**
Travis Annex	309 S 4th Street Richmond, TX	Fire Alarm	7789	$ -	$ 60.00	$ 720.00
Historical Courthouse	401 Jackson Street Richmond, TX	Fire Alarm	11216	$ -	$ 60.00	$ 720.00
Jane Long Annex	500 Liberty Street Richmond, TX	Fire Alarm	8784	$ -	$ 60.00	$ 720.00
Medic 6	204 Main Street Richmond, TX	Fire Alarm	12413	$ -	$ 60.00	$ 720.00
Emergency Operations Center	307 Fort Richmond, TX	Fire Alarm	7793	$ -	$ 60.00	$ 720.00
Juvenile Court Annex	117 Legion Richmond, TX	Fire Alarm	13665	$ -	$ 60.00	$ 720.00
Tax Office	1317 Ranson Rd Richmond, TX	Fire Alarm	7791	$ -	$ 60.00	$ 720.00
Pct 4 Building	1517 Ranson Rd Richmond, TX	Fire Alarm	7790	$ -	$ 60.00	$ 720.00
Gus George Academy	1521 Eugene Heimann Cir Richmond, TX	Fire Alarm	7825	$ -	$ 60.00	$ 720.00
Vehicle Maintenance	230 Legion Dr Richmond, TX	Fire Alarm	8785	$ -	$ 60.00	$ 720.00
SO Vocational School	206 Legion Dr Richmond, TX	Fire Alarm	11709	$ -	$ 60.00	$ 720.00
SO Administration	1840 Richmond Parkway Richmond, TX	Fire Alarm	13834	$ -	$ 60.00	$ 720.00
Justice Center	1422 Eugene Heimann Cir Richmond, TX	Fire Alarm	9465	$ -	$ 60.00	$ 720.00
Needville Annex	3114 Rosenberg St Needville, TX	Fire Alarm	15817	$ -	$ 60.00	$ 720.00
Needville Service Center	3743 School Street Needville, TX	Fire Alarm	7792	$ -	$ 60.00	$ 720.00
EMS Medic One	4332 Highway 36 Rosenberg, TX	Fire Alarm	8787	$ -	$ 60.00	$ 720.00
Extension Service Agriculture Center	1402 Band Rd Rosenberg, TX	Fire Alarm	7799	$ -	$ 60.00	$ 720.00
		Security Alarm	7801	$ -	$ 60.00	$ 720.00
Extension Service Education Center/Range	1440 Band Rd Rosenberg, TX	Fire Alarm	7800	$ -	$ 60.00	$ 720.00
		Security Alarm	12983	$ -	$ 60.00	$ 720.00
Bud O'Shieles Community Center	1330 Band Rd Rosenberg, TX	Fire Alarm	7803	$ -	$ 60.00	$ 720.00
Drainage	1124 Blume Rd Rosenberg, TX	Fire Alarm	11710	$ -	$ 60.00	$ 720.00
		Security Alarm	11711	$ -	$ 60.00	$ 720.00
Recycling (Engineering)	1200 Blume Rd Rosenberg, TX	Security Alarm	7786	$ -	$ 60.00	$ 720.00
Animal Services	1210 Blume Rd A Rosenberg, TX	Fire Alarm	10380	$ -	$ 60.00	$ 720.00
		Security Alarm	12405	$ -	$ 60.00	$ 720.00
Animal Services Expansion 2	1210 Blume Rd B Rosenberg, TX	Fire Alarm	13830	$ -	$ 60.00	$ 720.00
		Security Alarm	13831	$ -	$ 60.00	$ 720.00
Landfill/ Gas Plant	330 Klauke Rd Rosenberg, TX	Security Alarm	10381	$ -	$ 60.00	$ 720.00
Central Appraisal District (CAD)	2801 B F Terry Blvd Rosenberg, TX	Fire Alarm	11305	$ -	$ 60.00	$ 720.00

SECTION 4: Fire and Security Monitoring Services (cont'd):						
Facility	**Address**	**Type of Monitoring**	**Lawson Number**	**One-Time Alarm Programing Fee**	**Price per Month**	**Extended Price**
Juvenile Justice Alternative Education Program Boot Camp	3403 Avenue F Rosenberg, TX	Fire Alarm	9578	$ -	$ 60.00	$ 720.00
Rosenberg Annex	4520 Reading Rd Rosenberg, TX	Fire Alarm	7787	$ -	$ 60.00	$ 720.00
Caged Area in Commons		Security Alarm Monitoring of Sensitive Items	7788	$ -	$ 60.00	$ 720.00
Jones Creek Ranch Lodge	7114 FM 359 S Richmond, TX	Fire Alarm	11712	$ -	$ 60.00	$ 720.00
Bunkhouse		Fire Alarm	11713	$ -	$ 60.00	$ 720.00
North Annex Pct 1	22333 Grand Corner Dr Katy, TX	Fire Alarm	9014	$ -	$ 60.00	$ 720.00
Mission Bend Library	8421 Addicks Clodine Rd Houston, TX	Fire Alarm	13509	$ -	$ 60.00	$ 720.00
Mission Bend Community Center	8709 Addicks Clodine Rd Houston, TX	Fire Alarm	14054	$ -	$ 60.00	$ 720.00
Missouri City Library	1530 Texas Parkway Missouri City, TX	Fire Alarm	7805	$ -	$ 60.00	$ 720.00
East End Annex	303 Texas Parkway Missouri City, TX	Fire Alarm	8783	$ -	$ 60.00	$ 720.00
Missouri City Annex	307 Texas Parkway Missouri City, TX	Fire Alarm	9447	$ -	$ 60.00	$ 720.00
Landmark Community Center	100 Louisiana Missouri City, TX	Fire Alarm	14205	$ -	$ 60.00	$ 720.00
		Security Alarm	14215	$ -	$ 60.00	$ 720.00
Constable Pct. #2 - (Substation)	7133 W. Fuqua Missouri City, TX	Security Alarm	7810	$ -	$ 60.00	$ 720.00
5th Street Community Center	3110 5th St Stafford, TX	Fire Alarm	7796	$ -	$ 60.00	$ 720.00
5th Street Gym	3110 5th St Stafford, TX	Fire Alarm	13392	$ -	$ 60.00	$ 720.00
Headstart	3110A 5th Street Stafford, TX	Fire Alarm	7795	$ -	$ 60.00	$ 720.00
Pinnacle Senior Center	5525 Hobby Rd #C Houston, TX	Fire Alarm	10420	$ -	$ 60.00	$ 720.00
		Security Alarm	11409	$ -	$ 60.00	$ 720.00
Boys/Girls Club	5525 Hobby Rd Houston, TX	Fire Alarm	7814	$ -	$ 60.00	$ 720.00
Mustang Community Center	4521 FM521 N Fresno, TX	Fire Alarm	7811	$ -	$ 60.00	$ 720.00
Jake Dove Arcola Juvenile Camp	400 Coen Road Rosharon, TX	Fire Alarm	9464	$ -	$ 60.00	$ 720.00
Kitty Hollow – A191 Parks Administration	9555A Hwy 6 S Missouri City, TX	Security Alarm	7813	$ -	$ 60.00	$ 720.00
George Memorial Library Administration Building	1003 Golfview Dr Richmond, TX	Fire Alarm	11396	$ -	$ 60.00	$ 720.00
George Memorial Library	1001 Golfview Dr Richmond, TX	Fire Alarm	7804	$ -	$ 60.00	$ 720.00
University Library	14010 University Blvd Sugar Land, TX	Fire Alarm	9706	$ -	$ 60.00	$ 720.00

SECTION 4: Fire and Security Monitoring Services (cont'd):						
Facility	**Address**	**Type of Monitoring**	**Lawson Number**	**One-Time Alarm Programing Fee**	**Price per Month**	**Extended Price**
First Colony Library	2121 Austin Parkway Sugar Land, TX	Fire Alarm	7806	$ -	$ 60.00	$ 720.00
Sienna Annex	5855 Sienna Springs Way Missouri City, TX	Fire Alarm	12645	$ -	$ 60.00	$ 720.00
Sienna Library	8411 Sienna Springs Blvd Missouri City, TX	Fire Alarm	8430	$ -	$ 60.00	$ 720.00
Sugar Land Library	550 Eldridge Rd Sugar Land, TX	Fire Alarm	7809	$ -	$ 60.00	$ 720.00
4 Corners Community Center	15700 Old Richmond Rd Sugar Land, TX	Security Alarm	7812	$ -	$ 60.00	$ 720.00
4 Corners Multipurpose Community Center	15710 Old Richmond Rd Sugar Land, TX	Fire Alarm	13329	$ -	$ 60.00	$ 720.00
		Security Alarm	13330	$ -	$ 60.00	$ 720.00
Cinco Ranch Library	2620 Commerical Center Blvd Katy, TX	Fire Alarm	7808	$ -	$ 60.00	$ 720.00
*Fulshear Annex	8100 FM 359 S Fulshear, TX	Fire Alarm	7807	$ -	$ 60.00	$ 720.00
Public Safety Annex	6561 Flewellen Way Fulshear, TX	Fire Alarm	14579	$ -	$ 60.00	$ 720.00
Pinnacle Aquatic Center	5525 D Hobby, Houston TX	Fire Alarm	13954	$ -	$ 60.00	$ 720.00
Medical Examiner's Office	3840 Bamore Road, Rosenberg TX	Fire Alarm	13955	$ -	$ 60.00	$ 720.00
Public Transportation Facility	3737 Bamore Road, Rosenberg TX	Fire Alarm 3	13956	$ -	$ 180.00	$ 2,160.00
Precinct 3 Building	12919 Dairy Ashford Sugar Land, TX	Fire Alarm	15866	$ -	$ 60.00	$ 720.00
EMS Medic 602	406 Houston Rosenberg, TX	Fire Alarm	16267	$ -	$ 60.00	$ 720.00
Medical Examiner Expansion	3840 Bamore Road, Rosenberg TX	Fire Alarm	16268	$ -	$ 60.00	$ 720.00
EMS Beasley	219 S. 4th St. Beasley, TX	Fire Alarm	16580	$ -	$ 60.00	$ 720.00
North Library	6350 GM Library Rd. Fulshear, TX	Fire Alarm	16622	$ -	$ 60.00	$ 720.00
Pecan Grove Gym	727 Plantation Dr. Richmond, TX	Fire Alarm	16582	$ -	$ 60.00	$ 720.00
Precinct 3 Annex	151 Stadium Dr. Sugar Land, TX	Fire Alarm	16583	$ -	$ 60.00	$ 720.00
Boys & Girls - Rosenberg	1820 Ave. E Rosenberg, TX	Fire Alarm	16584	$ -	$ 60.00	$ 720.00
Attack Poverty	1908 Ave. E Rosenberg, TX	Fire Alarm	16626	$ -	$ 60.00	$ 720.00
Sheriff's Office Training Facility	Stella Rd Rosenberg, TX	Fire Alarm 3	16819	$ -	$ 180.00	$ 2,160.00
*Fresno Boys & Girls Club	1031 W Sycamore Rd	Fire Alarm	New		$ 60.00	$ 720.00
*Elections Bldg	3730 Bamore Rd Rosenberg, Tx	Fire Alarm	New		$ 60.00	$ 720.00
*IT Building	1419 Eugene Heimann Richmond TX	Fire Alarm	New		$ 60.00	$ 720.00
Lakeview	226 Lakeview Dr Sugar Land, Tx 77478	Fire Alarm	New		$ 60.00	$ 720.00
*Barbara Jordan Community Center	8705 Park St Needville, Tx 77461	Fire Alarm	New		$ 60.00	$ 720.00
				Total Annual Monitoring Services:	$	63,360.00
				Total Annual Inspection Services:	**$**	**220,025.80**
				Grand Total:	**$**	**283,385.80**

updated

TIPS# 240501	Item Description	Estimated Annual Quantity	Unit Bid Price	Extended Amount
Labor Rates	Service Technician Hourly Rates			
	Normal Hours Per Technician	$114.75	1	$114.75
	After Hours Per Technician	$172.13	1	$172.13
Trip Charges	Service Trip Charge	$80.75	1	$80.75
Material	Discount off Current Price List	15%		

EXHIBIT C

SCOPE OF SERVICES

1.0 LICENSING REQUIREMENTS:

Successful vendor must hold current licenses with the State of Texas in Fire Alarm, Sprinkler, Anti-Backflow, Ansul System and FM200 System testing, inspections, and repairs and hold current State of Texas Security and Fire Alarm monitoring licenses. The inspection contractor is required to have a minimum of two (2) valid Texas Fire Alarm Licensed (FAL) technicians onsite during any Fire Alarm system inspections. Respondent is to provide a copy of these Texas (FAL) technicians' certificate with response. Copy of current licenses must be provided with response, failure to provide is grounds for disqualification.

2.0 FIRETRON'S REQUIREMENTS:

2.1 The contractor is required to provide any and all labor for the repair to existing systems during normal business hours 8:00AM to 5:00PM, Monday through Friday, excluding the contractor's holidays, unless scheduled otherwise and unless the repairs are necessitated by any cause other than ordinary wear and tear. Repairs found necessary during or as a result of an inspection will require contractor to expedite repair costs to Facilities Maintenance for processing of purchase order.

2.2 The contractor is required to purchase any software for existing systems to perform inspections and test.

2.3 The contractor is required to provide a 24 hour emergency phone number, answering machine or pager numbers are not acceptable, must be a live conversation number.

2.4 The contractor is required to email their proposal within three (3) days after inspection to complete any deficiencies found to the Facilities Maintenance contact person.

2.5 The contractor is required to provide a technician on-site within a time mutually agreed upon at the time of the emergency which is not to exceed 24 hours.

2.6 Daily, no later than 6:00PM, the inspection contractor will provide a detailed report to the Fort Bend County Facilities Maintenance Manager or Facilities Lead Electronics Technician of any discrepancies including but not limited to: device location, device zone, device type, device address, tag type and color status of all reported issues.

2.7 Inspecting contractor will return up to two (2) times per building to verify any discrepancies reported by the inspecting contractor have been corrected within one (1) business day of request notification by Fort Bend County Facilities Maintenance Manager or Facilities Lead Electronics Technician at no additional charge outside of contract. At this time, inspecting contractor will tag any corrected discrepancy correctly, and place annual inspection tags.

2.8 Inspecting contractor is required to have a current and valid Texas FAL Technician, in possession of their FAL license, onsite monitoring the fire alarm panel during any annual Fire Inspection or work throughout Fort Bend County that may create a trouble condition, supervisory condition, or alarm condition, reporting or annunciating at the Fire Alarm Control Panel (FACP). The FAL license holder shall have the ability to communicate by voice, two-way communication to any other person/s working on equipment that annunciates to the Fire Alarm panel.

2.9 Inspecting contractor is required to have two (2) valid Texas FAL technicians onsite during any fire alarm system inspection.

3.0 SCHEDULED TESTING AND INSPECTIONS REQUIREMENTS:

3.1 Testing and Inspections will be as follows:

3.1.1 Fire Alarm Systems: Annual inspections including but not limited to: All panels, annunciators, batteries, duct detectors, heat detectors, smoke detectors, and pull stations.

3.1.2 Sprinkler Systems:

3.1.2.1 Annual inspections including but not limited to: All Wet Pipe, Dry Pipe, Standpipes, Riser, Flow & tamper devices, and Fire Pumps.

3.1.2.2 Quarterly inspections including but not limited to: Waterflow Alarm and Signal Devices, Valve Supervisory Switches, Gauges (Wet Pipe Systems), Fire Department Connections, Pressure Reducing and Relief Valves, Hydraulic Design Information Signs and Backflow Prevention Assemblies.

3.1.2.3 5 Year inspections including but not limited to: Internal Pipe Inspection/Assessment, Valves, Valve components, Trim inspections, Strainers, Filters, Orifices, Interior Check Valves and Interior Alarms.

3.1.3 Anti-Backflow, annual inspections. All Back-Flow Devices, less irrigation.

3.1.4 Ansul Systems, FM200 Systems and Kitchen Hood Systems: Semi-Annual inspections. All systems are to include replacement of fusible links.

3.1.5 Programming of panels is required if applicable.

3.1.6 Hose and Re-rack Inspections are to be priced per each hose.

3.2 Contractor must make arrangements with Facilities Maintenance for all testing,

inspections, and repair at least one (1) week prior to service. Inspections must be completed two (2) weeks prior to expiration.

3.2.1 Any annual Fire Inspections for both the Jail East and West Towers are to be completed within fifteen (15) consecutive business days from the time contractor begins inspections and between the hours of 7:00am and 4:00pm.

3.2.2 Any annual Fire Inspections for the Justice Center are to be completed within ten (10) consecutive business days from the time contractor begins inspections and between the hours of 8:00am and 5:00pm.

3.3 Upon completion of an inspection, the contractor will provide the inspection report to Facilities Maintenance for their records and review. All reports and invoices must be submitted to Facilities Maintenance within five (5) business days of the inspection.

3.4 The contractor is required to email their proposal within three (3) days after inspection to complete any deficiencies found to the Facilities Maintenance contact person.