

STATE OF TEXAS

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COUNTY OF FORT BEND

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**AGREEMENT FOR FIRE AND SECURITY ALARM SERVICES
TIPS RCSP 190201**

THIS AGREEMENT ("Agreement") is made and 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.

WITNESSETH

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

WHEREAS, FireTron was awarded an agreement through TIPS, RCSP 190201 TRADES, LABOR AND MATERIALS (JOC) ("TIPS Vendor Agreement – RCSP 190201"); and

WHEREAS, County desires to purchase FireTron's services utilizing the TIPS Vendor Agreement – RCSP 190201 so that Firetron may provide fire and security alarm services ("Services") at the locations described in the Pricing Schedule; and

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

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 – RCSP 190201;
 - (b) Exhibit B – Pricing Schedule; 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 – RCSP and as required in the Scope of Services.

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 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 C is one hundred eighty-two thousand four hundred nine dollars and forty cents (\$182,409.40). In no case shall the amount paid by County under this Agreement or the rates for Services as described in Exhibit C 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@fortbendcountytexas.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.

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 one hundred eighty-two thousand four hundred nine dollars and forty cents (\$182,409.40), 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 Contractor shall not under any conditions, circumstances, or interpretations thereof exceed one hundred eighty-two thousand four hundred nine dollars and forty cents (\$182,409.40).

5. Term.

5.1 The Term of this Agreement shall commence upon October 1, 2019 ("Effective Date") and terminate on September 30, 2020 ("Termination Date"). This Agreement shall not automatically renew and may only be renewed by 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.

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.

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
400 Garden Oaks Blvd., Houston, TX 77018
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.

10.2 The contents of this Section are required by Texas Law and are included by County regardless of content. By signature below, FireTron represents pursuant to Section 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 Section 806.051, Section 807.051 or Section 2253.153.

11. Third Party Beneficiaries.

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

12. Severability.

12.1 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.

13. Publicity.

13.1 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.

14. Interpretation; Captions.

14.1 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.

15. Entire Agreement.

15.1 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

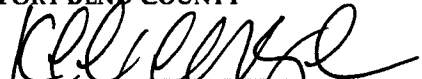
written and oral, with respect to the subject matter. In the event there is a conflict between this Agreement and the attached Exhibit, this Agreement controls. The parties intend for the express terms and conditions contained in this Agreement (including any Exhibits hereto) to exclusively govern and 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.

16. Electronic and Digital Signatures.

16.1 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.

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

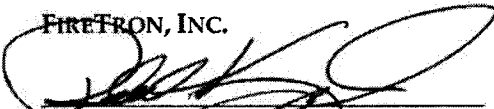


KP George, County Judge

9-24-2019

Date

FIRETRON, INC.



Robert Kaczmarek, Vice President of Sales

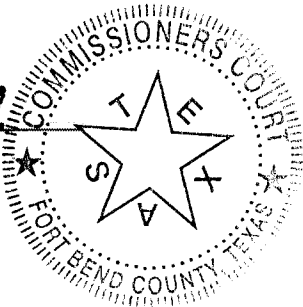
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Date

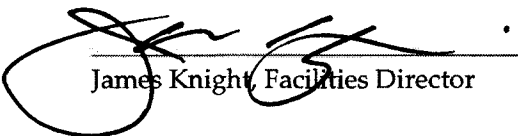
ATTEST:



Laura Richard, County Clerk



Approved:



James Knight, Facilities Director

Reviewed and Approved:



Matthew L. Grove, Jr., Asst. County Attorney

AS PER ORIGINAL

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 182,407.40 to accomplish and pay the obligation of Fort Bend County under this Agreement.

A handwritten signature in black ink, appearing to read 'Robert E. Sturdivant', written over a horizontal line.

Robert E. Sturdivant, County Auditor

Exhibit A

TIPS VENDOR AGREEMENT

Between FireTron, Inc. and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for
RCSP 190201 TRADES, LABOR AND MATERIALS (JOC)

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas

exempts or does not impose a tax on similar sales of items to this state or a political subdivision county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or authorized Assignee.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted 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.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with no option for renewal for additional years.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. 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. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms are rendered void and unenforceable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Page 5 of 12

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

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, awarded vendor agrees that no employee of a sub-contractor 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. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded 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:** Awarded 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. Awarded 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 local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days'

notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without 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 the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying 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 format and at the location designated by Region 8 ESC or TIPS.

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 then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Bonding

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, "Scheduling of Projects".

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RCSP 190201 Trades, Labor and Materials (JOC)

Company Name FireTron, Inc

Address 10101-A Stafford Centre Dr.

City Stafford State TX Zip 77477

Phone 281-499-1500 Fax 281-499-3711

Email of Authorized Representative rkaczmarek@firetron.com

Name of Authorized Representative Robert Kaczmarek

Title Vice President of Sales

Signature of Authorized Representative 

Date 3/12/19

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/18/19

Exhibit B

Fort Bend County

TIPS 190201

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

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	\$ 3,360.00	\$ 3,360.00
		Quarterly	12577	3	\$ 580.00	\$ 1,740.00
		Fire Pump Flow Test	11659	1	\$ 600.00	\$ 600.00
		Water Storage Tank	11660	1	\$ 120.00	\$ 120.00
Historical Courthouse	401 Jackson Street Richmond, TX	Sprinkler	11801	1	\$ 1,220.00	\$ 1,220.00
		Quarterly	12579	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	7743	1	\$ 200.00	\$ 200.00
		Dry Pipe Test	7744	1	\$ 160.00	\$ 160.00
Jane Long Annex	500 Liberty Street Richmond, TX	Sprinkler	9443	1	\$ 760.00	\$ 760.00
		Quarterly	12581	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	9459	1	\$ 400.00	\$ 400.00
Medic 6	204 Main Street Richmond, TX	Sprinkler	11661	1	\$ 460.00	\$ 460.00
		Quarterly	12584	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	11662	1	\$ 400.00	\$ 400.00
Tax Office	1317 Eugene Heimann Cir Richmond, TX	Sprinkler	9456	1	\$ 960.00	\$ 960.00
		Quarterly	12586	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	9455	1	\$ 400.00	\$ 400.00
Justice Center	1422 Eugene Heimann Cir Richmond, TX	Sprinkler	9959	1	\$ 6,440.00	\$ 6,440.00
		Quarterly	12588	3	\$ 1,074.00	\$ 3,222.00
		Pre-Action	9960	1	\$ 160.00	\$ 160.00
		Testing of Backflow Preventers	9961	1	\$ 200.00	\$ 200.00
		Fire Pump Flow Test	9962	1	\$ 600.00	\$ 600.00
Justice Center - Parking Garage	1418 Eugene Heimann Cir Richmond, TX	Standpipes	9012	2	\$ 310.00	\$ 310.00
Precinct 1 Building	1517 Eugene Heimann Cir Richmond, TX	Sprinkler	9454	1	\$ 460.00	\$ 460.00
		Quarterly	12590	4	\$ 310.00	\$ 1,240.00
		Testing of Backflow Preventers	9453	1	\$ 400.00	\$ 400.00

SECTION 1: Inspections and/or Tests for Sprinklers, Anti-Backflows, etc. (cont'd):

Facility	Address	Type of Inspection/Test	Lawson Number	Frequency/Quantity per Year	Price per Inspection/Test	Extended Price
Gus George Academy	1522 Eugene Heimann Cir Richmond, TX	Sprinkler	9963	1	\$ 460.00	\$ 460.00
		Quarterly	12592	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	9964	1	\$ 400.00	\$ 400.00
Juvenile Justice Alternative Education	122 Golfview Dr Richmond, TX	Sprinkler	11663	1	\$ 2,060.00	\$ 2,060.00
		Quarterly	12594	3	\$ 344.00	\$ 1,032.00
		Testing of Backflow Preventers	11664	1	\$ 400.00	\$ 400.00
		Fire Hose & Re-rack Inspection	11665	1	\$ 310.00	\$ 310.00
Vehicle Maintenance	230 Legion Richmond, TX	Sprinkler	9458	1	\$ 460.00	\$ 460.00
		Quarterly	12596	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	9457	1	\$ 400.00	\$ 400.00
Sheriff's Office - Jail East Tower	1410 Williams Way #1 Richmond, TX	Sprinkler	11666	1	\$ 8,660.00	\$ 8,660.00
		Quarterly	12598	3	\$ 1,444.00	\$ 4,332.00
		Testing of Backflow Preventers	11667	1	\$ 600.00	\$ 600.00
		Fire Pump	11668	1	\$ 600.00	\$ 600.00
		Fire Hose & Re-rack Inspection	11669	1	\$ 310.00	\$ 310.00
Sheriff's Office - Jail West Tower	1410 Williams Way Richmond, TX	Sprinkler	11670	1	\$ 3,900.00	\$ 3,900.00
		Quarterly	12600	3	\$ 650.00	\$ 1,950.00
		Testing of Backflow Preventers	11671	2	\$ 400.00	\$ 400.00
		Fire Pump	11672	1	\$ 600.00	\$ 600.00
		Fire Hose & Re-rack	11673	1	\$ 310.00	\$ 310.00
Road & Bridge Needville Service Center	3743 School Street Needville, TX	Sprinkler	9549	1	\$ 460.00	\$ 460.00
		Quarterly	12602	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	9548	1	\$ 400.00	\$ 400.00
EMS Medic One	4332 Highway 36 Rosenberg, TX	Sprinkler	9444	1	\$ 460.00	\$ 460.00
		Quarterly	12604	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	9452	1	\$ 400.00	\$ 400.00

SECTION 1: Inspections and/or Tests for Sprinklers, Anti-Backflows, etc. (cont'd):

Facility	Address	Type of Inspection/Test	Lawson Number	Frequency/Quantity per Year	Price per Inspection/Test	Extended Price
Extension Service-Agriculture Center	1402 Band Rd. Rosenberg, TX	Sprinkler	7749	1	\$ 460.00	\$ 460.00
		Quarterly	12606	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	11674	1	\$ 400.00	\$ 400.00
Drainage	1124 Blume Rd Rosenberg, TX	Sprinkler	7745	1	\$ 460.00	\$ 460.00
		Quarterly	12608	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	11675	1	\$ 400.00	\$ 400.00
Juvenile Justice Alternative Education Program Boot Camp	3403 Avenue F Rosenberg, TX	Sprinkler Annual	9576	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12610	4	\$ 310.00	\$ 1,240.00
		Testing of Backflow Preventers	11676	1	\$ 200.00	\$ 200.00
Rosenberg Annex	4520 Reading Rd Rosenberg, TX	Sprinkler Annual	7746	1	\$ 860.00	\$ 860.00
		Sprinkler Quarterly	12612	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	7747	1	\$ 200.00	\$ 200.00
North Annex	22333 Grand Corner Dr Katy, TX	Sprinkler Annual	9442	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12614	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	9451	1	\$ 400.00	\$ 400.00
Mission Bend Library	8421 Addicks Clodine Rd Houston, TX	Sprinkler Annual	13496	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	13497	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	13499	1	\$ 400.00	\$ 400.00
5 th Street Community Center	3110 5 th Street Stafford, TX	Sprinkler Annual	11677	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12616	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	11678	1	\$ 200.00	\$ 200.00
Headstart	3110A 5 th Street Stafford, TX	Sprinkler Annual	11679	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12618	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	11680	1	\$ 400.00	\$ 400.00
Boys/Girls Club	5525 Hobby Rd Houston, TX	Sprinkler Annual	11681	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12620	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	11682	1	\$ 400.00	\$ 400.00

SECTION 1: Inspections and/or Tests for Sprinklers, Anti-Backflows, etc. (cont'd):

Facility	Address	Type of Inspection/Test	Lawson Number	Frequency/Quantity per Year	Price per Inspection/Test	Extended Price
George Memorial Library Administration Building	1003 Golfview Dr Richmond, TX	Sprinkler Annual	11394	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12622	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	11683	1	\$ 400.00	\$ 400.00
George Memorial Library	1001 Golfview Dr Richmond, TX	Sprinkler Annual	7750	1	\$ 620.00	\$ 460.00
		Sprinkler Quarterly	12624	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	11684	1	\$ 600.00	\$ 600.00
		Fire Cabinet Hose	7751	1	\$ 310.00	\$ 310.00
University Library	14010 University Blvd Sugar Land, TX	Sprinkler Annual	9704	1	\$ 740.00	\$ 740.00
		Sprinkler Quarterly	12626	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	11685	1	\$ 400.00	\$ 400.00
First Colony Library	2121 Austin Parkway Sugar Land, TX	Sprinkler Annual	7753	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12628	4	\$ 310.00	\$ 1,240.00
		Testing of Backflow Preventers	11686	1	\$ 200.00	\$ 200.00
Sienna Annex	5855 Sienna Springs Way Missouri City, TX	Sprinkler Annual	12630	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12631	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	12633	1	\$ 400.00	\$ 400.00
Sienna Library	8411 Sienna Springs Blvd Missouri City, TX	Sprinkler Annual	9572	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12634	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	11687	1	\$ 400.00	\$ 400.00
Missouri City Library	1530 Texas Parkway Missouri City, TX	Sprinkler Annual	7752	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12636	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	11688	1	\$ 200.00	\$ 200.00
Missouri City Annex	307 Texas Parkway Missouri City, TX	Sprinkler Annual	9460	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12638	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	8781	1	\$ 400.00	\$ 400.00
Sugar Land Library	550 Eldridge Rd Sugar Land, TX	Sprinkler Annual	7755	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12640	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	11689	1	\$ 400.00	\$ 400.00

SECTION 1: Inspections and/or Tests for Sprinklers, Anti-Backflows, etc. (cont'd):

Facility	Address	Type of Inspection/Test	Lawson Number	Frequency/Quantity per Year	Price per Inspection/Test	Extended Price
4 Corners Multipurpose Community Center	15710 Richmond Rd Sugar Land, TX	Sprinkler Annual	13500	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	13501	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	13503	1	\$ 400.00	\$ 400.00
Cinco Ranch Library	2620 Commercial Center Blvd Katy, TX	Sprinkler Annual	7754	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	12642	4	\$ 310.00	\$ 1,240.00
		Testing of Backflow Preventers	11690	1	\$ 400.00	\$ 400.00
Medical Examiner's Office	3840 Bamore Road, Rosenberg TX	Sprinkler Annual		1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly		4	\$ 310.00	\$ 1,240.00
		Testing of Backflow Preventers		1	\$ 400.00	\$ 400.00
Public Transportation Facility	3737 Bamore Road, Rosenberg TX	Sprinkler Annual		1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly		4	\$ 310.00	\$ 1,240.00
		Testing of Backflow Preventers		1	\$ 400.00	\$ 400.00
Total of Inspections and/or Tests for Sprinklers, Anti-Backflows, etc. for one (1) year intervals:						\$ 101,276.00

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	Annual/1	\$ 2,440.00	\$ 2,440.00
Historical Courthouse	401 Jackson Richmond, TX	Fire Alarm	7757	Annual/1	\$ 452.00	\$ 452.00
Jane Long Annex	500 Liberty Street Richmond, TX	Fire Alarm	7759	Annual/1	\$ 568.00	\$ 568.00
Medic 6	204 Main Street Richmond, TX	Fire Alarm	12412	Annual/1	\$ 198.40	\$ 198.40
Tax Office	1317 Ransom Rd Richmond, TX	Fire Alarm	7762	Annual/1	\$ 352.00	\$ 352.00
Precinct 1 Building	1517 Ransom Rd Richmond, TX	Fire Alarm	7761	Annual/1	\$ 356.00	\$ 356.00
Gus George Academy	1522 Eugene Heimann Cir Richmond, TX	Fire Alarm	9965	Annual/1	\$ 864.00	\$ 864.00
Legion Court Annex	117 Legion Richmond, TX	Fire Alarm	11691	Annual/1	\$ 280.00	\$ 280.00
Juvenile Justice Alternative Education	122 Golfview Dr Richmond, TX	Fire Alarm	11692	Annual/1	\$ 310.00	\$ 310.00
Juvenile Justice Alternative Education School	122 Golfview Dr Richmond, TX	Fire Alarm	13504	Annual/1	\$ 1,868.00	\$ 1,868.00
Vehicle Maintenance	230 Legion Richmond, TX	Fire Alarm	9462	Annual/1	\$ 174.40	\$ 174.40
SO Vocational School	206 Legion Richmond, TX	Fire Alarm	11693	Annual/1	\$ 261.60	\$ 261.60
Justice Center	1422 Eugene Heimann Cir Richmond, TX	Fire Alarm	11694	Annual/1	\$ 7,813.60	\$ 7,813.60
Sheriff's Office - Jail West Tower	1410 Williams Way Richmond, TX	Fire Alarm	11695	Annual/1	\$13,164.00	\$ 13,164.00
Sheriff's Office - Jail East Tower	1410 Williams Way #1 Richmond, TX	Fire Alarm	11696	Annual/1	\$ 6,280.80	\$ 6,280.80
Needville Annex	3114 Rosenberg St Needville, TX	Fire Alarm	7764	Annual/1	\$ 265.00	\$ 265.00
Needville Service Center	3743 School Street Needville, TX	Fire Alarm	9550	Annual/1	\$ 308.00	\$ 308.00
EMS Medic One	4332 Highway 36 Rosenberg, TX	Fire Alarm	9446	Annual/1	\$ 300.00	\$ 300.00
Extension Service- Agriculture Center	1402 Band Rd Rosenberg, TX	Fire Alarm	7769	Annual/1	\$ 576.00	\$ 576.00
Extension Service- Education Center	1402 Band Rd #100 Rosenberg, TX	Fire Alarm	10387	Annual/1	\$ 576.00	\$ 576.00
Bud O'Shieles Community Center	1330 Band Rd Rosenberg, TX	Fire Alarm	7770	Annual/1	\$ 520.00	\$ 520.00
Drainage	1124 Blume Rd Rosenberg, TX	Fire Alarm	7758	Annual/1	\$ 300.00	\$ 300.00
Animal Services	1210 Blume Rd A Rosenberg, TX	Fire Alarm	9966	Annual/1	\$ 316.00	\$ 316.00
Juvenile Justice Alternative Education Program Boot Camp	3403 Avenue F Rosenberg, TX	Fire Alarm	9577	Annual/1	\$ 280.00	\$ 280.00
Central Appraisal District (CAD)	2801 B F Terry Blvd Rosenberg, TX	Fire Alarm	11697	Annual/1	\$ 340.00	\$ 340.00
Rosenberg Annex	4520 Reading Rd Rosenberg, TX	Fire Alarm	7759	Annual/1	\$ 652.80	\$ 652.80
Jones Creek Ranch Lodge	7114 FM 359 S Richmond, TX	Fire Alarm	11698	Annual/1	\$ 280.00	\$ 280.00
Bunkhouse		Fire Alarm	11699	Annual/1	\$ 280.00	\$ 280.00

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
North Annex	22333 Grand Corner Dr Katy, TX	Fire Alarm	9445	Annual/1	\$ 296.00	\$ 296.00
Mission Bend Library	8421 Addicks Clodine Rd Houston, TX	Fire Alarm	13505	Annual/1	\$ 310.00	\$ 310.00
5th Street Community Center	3110 5th Street Stafford, TX	Fire Alarm	7765	Annual/1	\$ 344.00	\$ 344.00
5th Street Gym	3110 5th Street Stafford, TX	Fire Alarm	13391	Annual/1	\$ 316.00	\$ 316.00
Headstart	3110A 5 th St Stafford, TX	Fire Alarm	11700	Annual/1	\$ 310.00	\$ 310.00
Missouri City Library	1530 Texas Parkway Missouri City, TX	Fire Alarm	7772	Annual/1	\$ 316.00	\$ 316.00
Missouri City Annex	307 Texas Parkway Missouri City, TX	Fire Alarm	9461	Annual/1	\$ 692.00	\$ 692.00
East End Annex	303 Texas Parkway Missouri City, TX	Fire Alarm	7763	Annual/1	\$ 845.60	\$ 845.60
Boys/Girls Club	5525 Hobby Rd Houston, TX	Fire Alarm	7778	Annual/1	\$ 312.00	\$ 312.00
Pinnacle Senior Center	5525 Hobby Rd Houston, TX 77053	Fire Alarm	10419	Annual/1	\$ 320.00	\$ 320.00
Mustang Community Center	4521 FM 521 Fresno, TX	Fire Alarm	7777	Annual/1	\$ 310.00	\$ 310.00
Jake Dove Arcola Juvenile Camp	400 Coen Road Rosharon, TX	Fire Alarm	9463	Annual/1	\$ 316.00	\$ 316.00
Sienna Annex	5855 Sienna Springs Way Missouri City, TX	Fire Alarm	12644	Annual/1	\$ 1,300.00	\$ 1,300.00
George Memorial Library Administration Building	1003 Golfview Dr Richmond, TX	Fire Alarm	11701	Annual/1	\$ 348.00	\$ 348.00
George Memorial Library	1001 Golfview Dr Richmond, TX	Fire Alarm	7771	Annual/1	\$ 633.60	\$ 633.60
University Library	14010 University Blvd Sugar Land, TX	Fire Alarm	9705	Annual/1	\$ 936.00	\$ 936.00
First Colony Library	2121 Austin Parkway Sugar Land, TX	Fire Alarm	7773	Annual/1	\$ 432.00	\$ 432.00
Sienna Library	8411 Sienna Springs Blvd Missouri City, TX	Fire Alarm	9573	Annual/1	\$ 528.80	\$ 528.80
Sugar Land Library	550 Eldridge Rd Sugar Land, TX	Fire Alarm	7776	Annual/1	\$ 490.00	\$ 490.00
4 Corners Multipurpose Community Center	15710 Old Richmond Rd Sugar Land, TX	Fire Alarm	13335	Annual/1	\$ 348.00	\$ 348.00
Cinco Ranch Library	2620 Commercial Center Blvd Katy, TX	Fire Alarm	7775	Annual/1	\$ 556.00	\$ 556.00
Fulshear Library	8100 FM 359 S Fulshear, TX	Fire Alarm	7774	Annual/1	\$ 290.40	\$ 290.40
Pinnacle Aquatic Center	5525 D Hobby, Houston TX	Fire Alarm		Annual/1	\$ 280.00	\$ 280.00
Medical Examiner's Office	3840 Bamore Road, Rosenberg TX	Fire Alarm		Annual/1	\$ 267.20	\$ 267.20
Public Transportation Facility	3737 Bamore Road, Rosenberg TX	Fire Alarm		Annual/1	\$ 332.50	\$ 332.50
Total for Inspections for Fire Alarm Systems for one (1) year intervals:						\$ 51,474.20

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	\$ 332.00	\$ 664.00
Jail West Tower	1410 Williams Way Richmond, TX	Ansul and Kitchen Hood System Inspection	11703	2	\$ 180.00	\$ 360.00
		Ansul and Kitchen Hood System Inspection	13506	2	\$ 180.00	\$ 360.00
		FM200	11704	2	\$ 603.20	\$ 1,206.40
Juvenile Justice Alternative Education	122 Golfview Dr Richmond, TX	Ansul and Kitchen Hood System Inspection	11705	2	\$ 180.00	\$ 360.00
Jail Radio Tower	210 Legion Dr Richmond, TX	FM200	11706	2	\$ 839.20	\$ 1,678.40
George Memorial Library Administration Building	1003 Golfview Dr Richmond, TX	Special Hazard (2)	11395	2	\$ 332.00	\$ 664.00
Fairgrounds Bldg #B	4310 Highway 36 Rosenberg, TX	Ansul and Kitchen Hood System Inspection	11707	2	\$ 332.00	\$ 664.00
Bldg #C		Ansul and Kitchen Hood System Inspection	11708	2	\$ 332.00	\$ 664.00
George Pavilion		Ansul and Kitchen Hood System Inspection	13507	2	\$ 332.00	\$ 664.00
Bud O'Shieles Community Center	1330 Band Rd Rosenberg, TX	Ansul System Inspection	7781	2	\$ 180.00	\$ 360.00
Extension Service-Education Center	1440 Band Rd Rosenberg, TX	Ansul and Kitchen Hood System Inspection	7780	2	\$ 332.00	\$ 664.00
University Library	14010 University Blvd Sugar Land, TX	Special Hazard	9702	2	\$ 816.00	\$ 1,632.00
First Colony Library	2121 Austin Parkway Sugar Land, TX	Special Hazard	7782	2	\$ 216.00	\$ 432.00
Sienna Library	8411 Sienna Springs Blvd Missouri City, TX	Special Hazard	9574	2	\$ 1,336.00	\$ 2,672.00
Fulshear Library	8100 FM 359 S Fulshear, TX	Special Hazard	7783	2	\$ 584.00	\$ 1,168.00
Cinco Ranch Library	2620 Commerical Center Blvd Katy, TX	Special Hazard	7784	2	\$ 267.20	\$ 534.40
Mission Bend Library	8421 Addicks Clodine Rd Houston, TX	Special Hazard	13508	2	\$ 216.00	\$ 432.00
Total for Inspections for Ansul Systems, FM200 Systems and Special Hazards for one (1) year intervals:						\$ 15,179.20

SECTION 4: Fire and Security Monitoring Services:

Facility	Address	Type of Monitoring	Lawson Number	One-Time Alarm Programing Fee	Price per Month	Extended Price
				Lawson Number 12646		
Travis Annex	309 S 4th Street Richmond, TX	Fire Alarm	7789	\$ -	\$ 40.00	\$ 480.00
Historical Courthouse	401 Jackson Street Richmond, TX	Fire Alarm	11216	\$ -	\$ 40.00	\$ 480.00
Jane Long Annex	500 Liberty Street Richmond, TX	Fire Alarm	8784	\$ -	\$ 40.00	\$ 480.00
Medic 6	204 Main Street Richmond, TX	Fire Alarm	12413	\$ -	\$ 40.00	\$ 480.00
Office of Emergency Management	307 Fort Richmond, TX	Security Alarm	7793	\$ -	\$ 40.00	\$ 480.00
Juvenile Court Annex	117 Legion Richmond, TX	Fire Alarm	13665	\$ -	\$ 40.00	\$ 480.00
Tax Office	1317 Ranson Rd Richmond, TX	Fire Alarm	7791	\$ -	\$ 40.00	\$ 480.00
Pct 1 Building	1517 Ranson Rd Richmond, TX	Fire Alarm	7790	\$ -	\$ 40.00	\$ 480.00
Gus George Academy	1521 Eugene Heimann Cir Richmond, TX	Fire Alarm	7825	\$ -	\$ 40.00	\$ 480.00
Vehicle Maintenance	230 Legion Dr Richmond, TX	Fire Alarm	8785	\$ -	\$ 40.00	\$ 480.00
SO Vocational School	206 Legion Dr Richmond, TX	Fire Alarm	11709	\$ -	\$ 40.00	\$ 480.00
SO Administration	1840 Richmond Parkway Richmond, TX	Fire Alarm	13834	\$ -	\$ 40.00	\$ 480.00
Justice Center	1422 Eugene Heimann Cir Richmond, TX	Fire Alarm	9465	\$ -	\$ 40.00	\$ 480.00
Needville Service Center	3743 School Street Needville, TX	Fire Alarm	7792	\$ -	\$ 40.00	\$ 480.00
EMS Medic One	4332 Highway 36 Rosenberg, TX	Fire Alarm	8787	\$ -	\$ 40.00	\$ 480.00
Extension Service Agriculture Center	1402 Band Rd Rosenberg, TX	Fire Alarm	7799	\$ -	\$ 40.00	\$ 480.00
		Security Alarm	7801	\$ -	\$ 40.00	\$ 480.00
Extension Service Education Center/Range	1440 Band Rd Rosenberg, TX	Fire Alarm	7800	\$ -	\$ 40.00	\$ 480.00
		Security Alarm	12983	\$ -	\$ 40.00	\$ 480.00
Bud O'Shieles Community Center	1330 Band Rd Rosenberg, TX	Fire Alarm	7803	\$ -	\$ 40.00	\$ 480.00
Drainage	1124 Blume Rd Rosenberg, TX	Fire Alarm	11710	\$ -	\$ 40.00	\$ 480.00
		Security Alarm	11711	\$ -	\$ 40.00	\$ 480.00
Recycling (Engineering)	1200 Blume Rd Rosenberg, TX	Security Alarm	7786	\$ -	\$ 40.00	\$ 480.00
Animal Services	1210 Blume Rd A Rosenberg, TX	Fire Alarm	10380	\$ -	\$ 40.00	\$ 480.00
		Security Alarm	12405	\$ -	\$ 40.00	\$ 480.00
Animal Services Expansion 2	1210 Blume Rd B Rosenberg, TX	Fire Alarm	13830	\$ -	\$ 40.00	\$ 480.00
		Security Alarm	13831	\$ -	\$ 40.00	\$ 480.00
Landfill/ Gas Plant	330 Klauke Rd Rosenberg, TX	Security Alarm	10381	\$ -	\$ 40.00	\$ 480.00
Central Appraisal District (CAD)	2801 B F Terry Blvd Rosenberg, TX	Fire Alarm	11305	\$ -	\$ 40.00	\$ 480.00
Juvenile Justice Alternative Education Program Boot Camp	3403 Avenue F Rosenberg, TX	Fire Alarm	9578	\$ -	\$ 40.00	\$ 480.00

SECTION 4: Fire and Security Monitoring Services (cont'd):

Facility	Address	Type of Monitoring	Lawson Numbers	One-Time Alarm Programing Fee	Price per Month	Extended Price
				Lawson Number 12646		
Rosenberg Annex	4520 Reading Rd Rosenberg, TX	Fire Alarm	7787	\$ -	\$ 40.00	\$ 480.00
Caged Area in Commons		Security Alarm Monitoring of Sensitive	7788	\$ -	\$ 40.00	\$ 480.00
Jones Creek Ranch Lodge	7114 FM 359 S Richmond, TX	Fire Alarm	11712	\$ -	\$ 40.00	\$ 480.00
Bunkhouse		Fire Alarm	11713	\$ -	\$ 40.00	\$ 480.00
North Annex Pct 3	22333 Grand Corner Dr Katy, TX	Fire Alarm	9014	\$ -	\$ 40.00	\$ 480.00
Mission Bend Library	8421 Addicks Clodine Rd Houston, TX	Fire Alarm	13509	\$ -	\$ 40.00	\$ 480.00
Missouri City Library	1530 Texas Parkway Missouri City, TX	Fire Alarm	7805	\$ -	\$ 40.00	\$ 480.00
East End Annex	303 Texas Parkway Missouri City, TX	Fire Alarm	8783	\$ -	\$ 40.00	\$ 480.00
Missouri City Annex	307 Texas Parkway Missouri City, TX	Fire Alarm	9447	\$ -	\$ 40.00	\$ 480.00
Constable Pct. #2 - (Substation)	7133 W. Fuqua Missouri City, TX	Security Alarm	7810	\$ -	\$ 40.00	\$ 480.00
5 th Street Community Center	3110 5 th St Stafford, TX	Fire Alarm	7796	\$ -	\$ 40.00	\$ 480.00
5 th Street Gym	3110 5 th St Stafford, TX	Fire Alarm	13392	\$ -	\$ 40.00	\$ 480.00
Headstart	3110A 5th Street Stafford, TX	Fire Alarm	7795	\$ -	\$ 40.00	\$ 480.00
Pinnacle Senior Center	5525 Hobby Rd #C Houston, TX 77053	Fire Alarm	10420	\$ -	\$ 40.00	\$ 480.00
		Security Alarm	11409	\$ -	\$ 40.00	\$ 480.00
Boys/Girls Club	5525 Hobby Rd Houston, TX	Fire Alarm	7814	\$ -	\$ 40.00	\$ 480.00
Mustang Community Center	4521 FM521 N Fresno, TX	Fire Alarm	7811	\$ -	\$ 40.00	\$ 480.00
Jake Dove Arcola Juvenile Camp	400 Coen Road Rosharon, TX	Fire Alarm	9464	\$ -	\$ 40.00	\$ 480.00
Kitty Hollow – A191 Parks Administration	9555A Hwy 6 S Missouri City, TX	Security Alarm	7813	\$ -	\$ 40.00	\$ 480.00
George Memorial Library Administration Building	1003 Golfview Dr Richmond, TX	Fire Alarm	11396	\$ -	\$ 40.00	\$ 480.00
George Memorial Library	1001 Golfview Dr Richmond, TX	Fire Alarm	7804	\$ -	\$ 40.00	\$ 480.00
University Library	14010 University Blvd Sugar Land, TX	Fire Alarm	9706	\$ -	\$ 40.00	\$ 480.00
First Colony Library	2121 Austin Parkway Sugar Land, TX	Fire Alarm	7806	\$ -	\$ 40.00	\$ 480.00
Sienna Annex	5855 Sienna Springs Way Missouri City, TX	Fire Alarm	12645	\$ -	\$ 40.00	\$ 480.00
Sienna Library	8411 Sienna Springs Blvd Missouri City, TX	Fire Alarm	8430	\$ -	\$ 40.00	\$ 480.00
Sugar Land Library	550 Eldridge Rd Sugar Land, TX	Fire Alarm	7809	\$ -	\$ 40.00	\$ 480.00
4 Corners Community Center	15700 Old Richmond Rd Sugar Land, TX	Security Alarm	7812	\$ -	\$ 40.00	\$ 480.00
4 Corners Multipurpose Community Center	15710 Old Richmond Rd Sugar Land, TX	Fire Alarm	13329	\$ -	\$ 40.00	\$ 480.00
		Security Alarm	13330	\$ -	\$ 40.00	\$ 480.00

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
				Lawson Number 12646		
Cinco Ranch Library	2620 Commerical Center Blvd Katy, TX	Fire Alarm	7808	\$ -	\$ 40.00	\$ 480.00
Fulshear Library	8100 FM 359 S Fulshear, TX	Fire Alarm	7807	\$ -	\$ 40.00	\$ 480.00
Pinnacle Aquatic Center	5525 D Hobby, Houston TX	Fire Alarm		\$ -	\$ 40.00	\$ 480.00
Medical Examiner's Office	3840 Bamore Road, Rosenberg TX	Fire Alarm		\$ -	\$ 40.00	\$ 40.00
Public Transportation Facility	3737 Bamore Road, Rosenberg TX	Fire Alarm		\$ -	\$ 40.00	\$ 40.00
					Total Annual Monitoring Services:	\$ 14,480.00
					Total Annual Inspection Services:	\$ 167,929.40
					Grand Total:	\$ 182,409.40

Updated 9/17/19

Exhibit C

SCOPE OF SERVICES

1. Licensing Requirements.

1.1. FireTron 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. FireTron's inspector or inspecting contractor is required to have a minimum of two (2) valid Texas Fire Alarm Licensed (FAL) technicians onsite during any Fire Alarm system inspections. FireTron 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. FireTron's Requirements:

2.1 FireTron 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 FireTron'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 FireTron is required to purchase any software for existing systems to perform inspections and test.

2.3 FireTron 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 FireTron 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 FireTron 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 FireTron's inspector or inspecting contractor, will return up to two (2) times per building to verify any discrepancies reported by FireTron's inspector or 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, FireTron's inspector or inspecting contractor, will tag any corrected discrepancy correctly, and place annual inspection tags.

2.8 FireTron's inspector or 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 FireTron's inspector or inspecting contractor is required to have two (2) valid Texas FAL technicians onsite during any fire alarm system inspection.

3. SCHEDULED TESTING AND INSPECTIONS REQUIREMENTS:

3.1 Testing and Inspections will be as follows:

- (a) Fire Alarm Systems: Annual inspections including but not limited to: All panels, annunciators, batteries, duct detectors, heat detectors, smoke detectors, and pull stations.
 - (b) Sprinkler Systems:
 - (i) Annual inspections including but not limited to: All Wet Pipe, Dry Pipe, Standpipes, Riser, Flow & tamper devices, and Fire Pumps.
 - (ii) 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.
 - (b) 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.
 - (c) Anti-Backflow, annual inspections. All Back-Flow Devices, less irrigation.
 - (d) Ansul Systems, FM200 Systems and Kitchen Hood Systems: Semi-Annual inspections. All systems are to include replacement of fusible links.
 - (e) Programming of panels is required if applicable.
 - (f) 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.
- (a) 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.
 - (b) 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.
 - (c) All strobes and horn sirens will be scheduled to set off after normal business hours approved by Facilities Maintenance.
- 3.3 Upon completion of an inspection, FireTron 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 FireTron is required to email their proposal within three (3) days after inspection to complete any deficiencies found to the Facilities Maintenance contact person.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
FireTron, Inc.
Stafford, TX United States

Certificate Number:
2019-529697

Date Filed:
08/16/2019

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County.

Date Acknowledged:
09/24/2019

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
TIPS 190201.
Fire & Security Systems Services.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)