

**AGREEMENT FOR FIRE AND SECURITY ALARM SERVICES
TIPS RCSP 210205**

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, RCSP 210205 TRADES, LABOR AND MATERIALS ("TIPS Vendor Agreement – RCSP 210205"); and

WHEREAS, County desires to purchase FireTron's services utilizing the TIPS Vendor Agreement – RCSP 210205 so that Firetron may provide fire and security alarm services (the "Services") at the locations described in the Pricing Schedule; 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 – RCSP 210205;
- (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 210205 and in accordance with the requirements of Exhibits 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 Exhibits B and C is Two Hundred Fifteen Thousand, Seven Hundred Twenty-Five Dollars and Ninety Cents (\$215,725.90). 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@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. 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 Fifteen Thousand, Seven Hundred Twenty-Five Dollars and Ninety Cents (\$215,725.90), 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 Fifteen Thousand, Seven Hundred Twenty-Five Dollars and Ninety Cents (\$215,725.90). 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, 2021 ("Effective Date") and terminate on September 30, 2022 ("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


KP George, County Judge
County Judge KP George

FIRETRON, INC.


Authorized Agent – Signature

9.28.2021

Date

ATTEST:


Laura Richard, County Clerk



Robert Kaczmarek

Authorized Agent- Printed Name

VP Sales

Title

9.13.21

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 215,725.90 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

Exhibit A: TIPS Vendor Agreement – RCSP 210205

Exhibit B: Pricing Schedule

Exhibit C: Scope of Services

Exhibit A

TIPS VENDOR AGREEMENT (JOC)

Between FireTron, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 210205 Trades, Labor, and Materials

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 the 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. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

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 for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

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

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

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

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 for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.
- 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 the TIPS program.
- 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.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately two (2) years with an option for renewal extension for an additional three (3) consecutive one (1) year terms. The three (3) consecutive one (1) year terms shall renew automatically annually, unless either of the parties notifies the other of its objection to a (1) year renewal. TIPS reserves the right to object to and refuse any or all of the additional three (3) consecutive one (1) year renewal terms.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is August 27, but extended negotiations delay award until September 24, the end date of the resulting initial “two-year” term Agreement, (which is subject to an extension(s)) will still be August 31, 2022.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus two years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

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 that exceeds month to month terms 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, executed Agreement or other written instruction 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 is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

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 and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online

at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. 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. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a 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. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. 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. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** 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 five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part

200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by 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 prior 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 provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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.

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

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, service agreements or any supplemental agreement 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, 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 any 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. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Bonding

Proposer must provide a current letter, issued on or after the date on which this Solicitation was posted, from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized

to do business in the State of Texas and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments" BONDING section.

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".

Bonding

When applicable, and depending on the laws of the TIPS member's jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the TIPS member's local and state purchasing requirements. In Texas, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs increase. Bonds will not require that a 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/contract.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, 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.

Certifications.

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. **Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the 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.

I certify that our 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.

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 three business days 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.

TIPS Vendor Agreement Signature Form

RCSP 210205 Trades, Labor, and Materials (JOC)

Company Name FireTron, Inc.
Address 10101-A Stafford Centre Drive
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 March 18, 2021
TIPS Authorized Representative Name David Fitts
Title Executive Director
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 4-22-2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210205 Addendum 2

FireTron Inc

Supplier Response

Event Information

Number: 210205 Addendum 2
Title: Trades, Labor, and Materials (JOC)
Type: Request for Proposal
Issue Date: 2/4/2021
Deadline: 3/19/2021 03:00 PM (CT)
Notes: Dear potential TIPS Vendor, as you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations.

Contact Information

Address: Region VIII Education Service Center

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

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

Robert (Bob) Kaczmarek

Signature

Submitted at 3/18/2021 4:22:46 PM

rkaczmarek@firetron.com

Email

Requested Attachments

Vendor Agreement

10. 210205 Vendor Agreement JOC.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

11. 210205 Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

OPTIONAL - JOC Pricing of Itemized List of RS Means Non-Prepriced Items

7. JOC Pricing of Itemized List of Means Non-Prepriced Items.pdf

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Reference Form

12. Reference_Form.pdf

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Proposed Goods and Services - Confidential Price Sheets.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Warranty

Warranty.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

FireTron, Inc - 2021.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

firetron-logo.jpg

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certification of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

16. CERTIFICATION_OF_CORPORATE_OFFERER_FORM.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL, "disclosure Form to Report Lobbying,"

No response

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

14. 210205 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

13.1 Surety Letter.pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

W-9 Oct. 2018 with FireTron Corp Cover Letter with ACH Info W9 Pay Instructions.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

OPTIONAL Xactimate Pricing Form

No response

The solicitation was amended to include an option to add an additional pricing method in addition to the required RS Means pricing coefficients in attribute questions 37, 38 and 39. Proposers may add Xactimate pricing as an option by completing the Attachment #7 in the ION Wave eBid system and uploading it.

Bid Attributes

1	<div>Yes - No</div> <div>Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.</div> <div>No</div>
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2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/> or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Test and Inspect Fire Alarm, Fire Sprinkler, Fire Pump, Kitchen Hoods, Fire Extinguishers and Gas Suppression Systems as well as design, installation, service, and maintain all life safety fire protection equipment. We survey and install Emergency Radio Communication Enhancements Systems and having an intelligent school communication system in place is an important part of creating an environment where students and parents feel secure. FireTron's campus communication systems services ensure that whether it's day-to-day communication or a life threatening situation. HOUSTON, AUSTIN, COLLEGE STATION, VICTORIA, CORPUS CHRISTI

6 Primary Contact Name

Primary Contact Name

7 Primary Contact Title

Primary Contact Title

8 Primary Contact Email

Primary Contact Email

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2814993711"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2818318519"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Patti Kutzer"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Service Account Executive"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="patti.kutzer@firetron.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2814991500"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2814993711"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2819047919"/>
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Robert (Bob) Kaczmarek"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="robert.kaczmarek@firetron.com"/>

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2814991500"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Robert (Bob) Kaczmarek"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="rkaczmarek@firetron.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2814991500"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.firetron.com"/>
25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value=""/>
26	Primary Address Primary Address <input type="text" value="10101A Stafford Centre Drive"/>
27	Primary Address City Primary Address City <input type="text" value="Stafford"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>
29	Primary Address Zip Primary Address Zip <input type="text" value="77477"/>

30

Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Fire Alarm, Fire Sprinkler, Kitchen Hoods, Gas Suppression, Fire Extinguishers, Test and Inspect, Preventative Maintenance, Inspections, Life Safety Systems, Fire Protection Equipment Notifier, Rauland, Ametek, HOUSTON, AUSTIN, COLLEGE STATION, VICTORIA, CORPUS CHRISTI

31

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

32

Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

33

Company Residence (City)

Vendor's principal place of business is in the city of?

34

Company Residence (State)

Vendor's principal place of business is in the state of?

35

TIPS administration fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
6

Yes - No

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3
7

PRICING OF Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book?

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

3
8

PRICING OF After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract):

The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

3
9**PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book****What is your proposed Markup Percentage on materials not found in the RS Means Price Book?**

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

4
0**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4
1**Years experience in this category of goods or services.**

Company years experience in this category of goods or services?

4
2**Right of Refusal**

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

4
3**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or 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 submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself 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.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

4
4**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4
5**Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4
6**Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

4
7**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

4
8**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company 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.

Suspension or Debarment Instructions

Instructions for Certification:

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.

50

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs 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 USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 2 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 3 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 reserves 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?

5 4 2 CFR PART 200 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 reserves 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 reserves 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?

5
5**2 CFR PART 200 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 \$250,000 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 requires 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?

5
6**2 CFR PART 200 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 requires 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 to the terms included or referenced herein.

Does vendor agree?

5
7**2 CFR PART 200 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 \$250,000)

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 that it is in compliance with the Clean Air Act?

5 2 CFR PART 200 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 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; 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 the Solid Waste Disposal Act as described above?

5 2 CFR PART 200 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 agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this 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 stage 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.

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 agree?

6 1 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase 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” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), 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).

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 agree?

6 2 2 CFR PART 200 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 herein.

Does vendor agree?

6 3 2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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 on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

6
4**Certification Regarding Lobbying**

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 section 1352, Title 31, U.S. Code. 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.

6
5**Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

ONLY IF you answered "I HAVE Lobbied per above" to attribute #59, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

6
6**Subcontracting with 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 NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

6
7

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

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.

YES

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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 S, "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. 314S), 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.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

6
9**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity 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.

By submitting a proposal to this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

7
0**Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

7
1**Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

7
2**Remedies Explanation of No Answer**

7
3**Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

7
4**Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, 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 any 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. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

7
5**Alternative Dispute Resolution Explanation of No Answer**7
6**Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

7
7**Infringement(s) Explanation of No Answer**7
8**Acts or Omissions**

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

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Acts or Omissions Explanation of No Answer

No response

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0

Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

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Payment Terms and Funding Out Clause

Payment Terms:

TIPS or 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 laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all 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.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

8 Insurance and Fingerprint Requirements Information

2 Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: 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.

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.

I certify that:

NONE (Section A) of the employees of Contractor 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 Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

☐ None

8
4**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8
5**Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the 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.

Our 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>

I swear and affirm that the above is true and correct.

8
6**Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
7**Felony Conviction Notice**

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.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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 you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

8
8**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

8
9**Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

rick.powell@tips-usa.com

9
0**Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

9
1**Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

9
2**Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
3**Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

9
4**Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. 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. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

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

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

9
6**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

9
7**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

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Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

9
9

Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Brazosport ISD	Stephen West	stphen.west@barzosportisd.net	979-730-7055
Schlumberger	Mike Hopkins	MHopkins02@slb.com	281-769-4583
CBRE / AIG	Ken Fuller	ken.fuller@cbre.com	281-808-1343
Harris County	Sandra Melancon	Sandra.Melancon@pur.hctx.net	713-274-4428
ClearCreek ISD	Tom Young	tyoung@ccisd.net	713-819-0039
CyFair ISD	Marvin Banks	marvin.banks@cfisd.net	713-478-4457
Goosecreek ISD	Kim Rosamond	kim.rosamond@gccisd.net	832-984-4754
Crosby ISD	Chuck Murray	cmurray@crosbyisd.org	713-817-8950
Galena Park ISD	Jamie Hernandez	jhernandez1@galenaparkisd.com	713-450-9050

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: FireTron, Inc.
(Name of Corporation)

Steven Cloninger **certify that I am the Secretary of the Corporation**
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Robert Kaczmarek
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is
acting as Vice President of Sales

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by
authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL if available

SIGNATURE

03/18/2001
DATE

Required Confidential Information Status Form

FireTron, Inc.

Name of company

Robert Kaczmarek, Vice President of Sales

Printed Name and Title of authorized company officer declaring below the confidential status of material

10101-A Stafford Centre Drive

Stafford

TX

77477

281-499-1500

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.**OPTION 1:**

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR**OPTION 2:**

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature

Robert A Kaczmarek

Digitally signed by Robert A Kaczmarek
Date: 2021.04.09 10:22:58 -05'00'

Date _____



To Whom It May Concern:

It is with pleasure that Frost Insurance Agency, Inc. and SureTec Insurance Company express our confidence in our contractor client, FireTron, Inc.

We have written bonds for FireTron, Inc. since 2013. FireTron, Inc. has a bonding capacity of \$500,000 single and \$1,000,000 aggregate.

Please be aware that the execution of payment and performance bonds by the surety is subject to the positive review of all normal underwriting considerations at the time of the request and satisfactory review of any contracts, terms, conditions, specifications, bond forms, and owner financing tendered to the principal and the surety at the time of award.

Additionally, the issuance of bonds is a matter between the surety and the principal. If for any reason we do not issue bonds on an awarded project, no third party liability is assumed by the surety company, the principal, or their agent. In no way does this letter replace or constitute a bid bond and is for informational purposes only. As such, this letter is not contractually binding.

Sincerely,

A handwritten signature in blue ink that reads "Kaylee Parise". The signature is written in a cursive, flowing style.

Kaylee Parise
Senior Bond Account Manager

FIRETRON, INC.

A QUALITY FIRE PROTECTION COMPANY

FireTron's Warranty is typically ONE (1) Year from date of completion. SAMPLE WARRANTY LETTER
UPON COMPLETION OF SERVICE

WARRANTY - GUARANTEE

GUARANTEE: **FireTron, Inc.** hereby warrants and guarantees the **Fire Alarm**, per Specification
Section(s) 280000 which we have furnished and/or installed in the **MET Sanctuary**
Renovation project at ~~XXXXXX XXXX XXXX XXXX XXXX~~ 77070 for **One (1)** year(s) from the date of
substantial completion, ~~XXXXXX XXXX XXXX~~.

We agree to repair or replace to the satisfaction of the Architect all work that may prove defective in
workmanship or materials within that period, ordinary wear and tear and unusual abuse or neglect
excepted, together with all other work, which may be damaged or displaced in so doing.

All repairs or replacements shall have a guarantee period equal to the original guarantee period as herein
stated, dated from the final acceptance of repairs or replacement.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after
being notified in writing, we, our heirs, and assigns do hereby authorize the Owner to proceed to
have defects repaired and made good at our expense, and will pay the costs and charges therefore
immediately upon demand.

SUBCONTRACTOR: FireTron, Inc. #1900503

DATE: XXXXXX

(Subcontractor Name Typed)

Steve Cloninger – Vice President

OFFICERS NAME AND TITLE (typed)

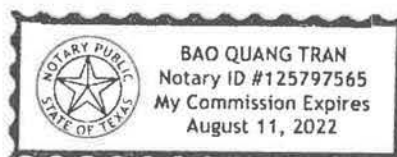


Signature

Subscribed and Sworn to before me this 28th day of January, 2020.


Notary Public in and for
The State of Texas

My Commission Expires: 8/11/22



FireTron, Inc. Job 20/0025

Exhibit B

Fort Bend County
Fire & Security Alarm Services Pricing Inspections and/or Tests for Sprinklers, Anti-Backflows, etc.
TIPS 210205

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	\$ 620.00
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	\$ 800.00
		Fire Pump	11672	1	\$ 600.00	\$ 600.00
		Fire Hose & Re-rack	11673	1	\$ 310.00	\$ 310.00
Sheriff's Office Administration	1840 Richmond Parkway Richmond, TX	Sprinkler	14044	1	\$ 595.00	\$ 595.00
		Quarterly	14045	3	\$ 350.00	\$ 1,050.00
		Testing of Backflow Preventers	14046	1	\$ 400.00	\$ 400.00
		Fire Door	14047	1	\$ 250.00	\$ 250.00

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
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
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
Mission Bend Community Center	8709 Addicks Clodine Rd Houston, TX	Sprinkler Annual	14048	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	14049	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	14050	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
5th Street Community Center	3110 5th 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 5th 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
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	\$ 620.00
		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

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
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
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
Public Safety Annex	6561 Flewellen Way Fulshear, TX 77441	Sprinkler Annual	14575	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	14576	3	\$ 310.00	\$ 930.00
		Testing of Backflow Preventers	14577	1	\$ 400.00	\$ 400.00
Medical Examiner's Office	3840 Bamore Road, Rosenberg TX	Sprinkler Annual	13945	1	\$ 460.00	\$ 460.00
		Sprinkler Quarterly	13946	4	\$ 310.00	\$ 1,240.00
		Testing of Backflow Preventers	13947	1	\$ 400.00	\$ 400.00
Public Transportation Facility	3737 Bamore Road, Rosenberg TX	Sprinkler Annual	13948	3	\$ 460.00	\$ 1,380.00
		Sprinkler Quarterly	13949	12	\$ 310.00	\$ 3,720.00
		Testing of Backflow Preventers	13950	3	\$ 400.00	\$ 1,200.00
Total of Inspections and/or Tests for Sprinklers, Anti-Backflows, etc. for one (1) year intervals:						\$ 112,221.00

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
SO Administration	1840 Richmond Parkway Richmond, TX	Fire Alarm	14051	Annual/1	\$ 320.00	\$ 320.00
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
Animal Services Expansion 2	1210 Blume Rd B Rosenberg, TX	Fire Alarm	14052	Annual/1	\$ 225.50	\$ 225.50
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

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	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
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
Mission Bend Community Center	8709 Addicks Clodine Rd Houston, TX	Fire Alarm	14053	Annual/1	\$ 332.50	\$ 332.50
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 5th 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
Missouri City Gym	100 Louisiana Missouri City, TX 77489	Fire Alarm	14203	Annual/1	\$ 316.00	\$ 316.00
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
Public Safety Annex	6561 Flewellen Way Fulshear, TX 77441	Fire Alarm	14578	Annual/1	\$ 628.00	\$ 628.00

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
Pinnacle Aquatic Center	5525 D Hobby, Houston TX	Fire Alarm	13951	Annual/1	\$ 280.00	\$ 280.00
Medical Examiner's Office	3840 Bamore Road, Rosenberg TX	Fire Alarm	13952	Annual/1	\$ 267.20	\$ 267.20
Public Transportation Facility	3737 Bamore Road, Rosenberg TX	Fire Alarm 3	13953	Annual/3	\$ 997.50	\$ 997.50
Total for Inspections for Fire Alarm Systems for one (1) year intervals:						\$ 54,293.70

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	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 Bldg #C George Pavilion	4310 Highway 36 Rosenberg, TX	Ansul and Kitchen Hood System	11707	2	\$ 332.00	\$ 664.00
		Ansul and Kitchen Hood System	11708	2	\$ 332.00	\$ 664.00
		Ansul and Kitchen Hood System	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	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
Missouri City Library	1530 Texas Parkway Missouri City, TX	Special Hazard	14204	2	\$ 216.00	\$ 432.00
Total for Inspections for Ansul Systems, FM200 Systems and Special Hazards for one (1) year intervals:						\$ 15,611.20

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
Emergency Operations Center	307 Fort Richmond, TX	Fire 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

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		
Juvenile Justice Alternative Education Program Boot Camp	3403 Avenue F Rosenberg, TX	Fire Alarm	9578	\$ -	\$ 40.00	\$ 480.00
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
Mission Bend Community Center	8709 Addicks Clodine Rd Houston, TX	Fire Alarm	14054	\$ -	\$ 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
Missouri City Gym	100 Louisiana Missouri City, TX 77489	Fire Alarm	14205	\$ -	\$ 40.00	\$ 480.00
		Security Alarm	14215	\$ -	\$ 40.00	\$ 480.00
Constable Pct. #2 - (Substation)	7133 W. Fuqua Missouri City, TX	Security Alarm	7810	\$ -	\$ 40.00	\$ 480.00
5th Street Community Center	3110 5th St Stafford, TX	Fire Alarm	7796	\$ -	\$ 40.00	\$ 480.00
5th Street Gym	3110 5th 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

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		
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
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
Public Safety Annex	6561 Flewellen Way Fulshear, TX 77441	Fire Alarm	14579	\$ -	\$ 40.00	\$ 480.00
Pinnacle Aquatic Center	5525 D Hobby, Houston TX	Fire Alarm	13954	\$ -	\$ 40.00	\$ 480.00
Medical Examiner's Office	3840 Bamore Road, Rosenberg TX	Fire Alarm	13955	\$ -	\$ 40.00	\$ 480.00
Public Transportation Facility	3737 Bamore Road, Rosenberg TX	Fire Alarm 3	13956	\$ -	\$ 120.00	\$ 1,440.00
Total Annual Monitoring Services:					\$	33,600.00
Total Annual Inspection Services:					\$	182,125.90
Grand Total:					\$	215,725.90

updated 9.08.21

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.

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:
2021-801675

Date Filed:
09/14/2021

Date Acknowledged:
09/28/2021

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

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 RCSP 210205
Fire & Security Alarm 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)