## **TIPS VENDOR AGREEMENT**

Between	ArCom Systems, Inc.	and
	(Company Name)	

# THE INTERLOCAL PURCHASING SYSTEM (TIPS) For PART 2 – RCSP 180204 Fire Safety and Security Solutions

#### **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.

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#### **Terms and Conditions**

#### Freight

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

#### **Warranty Conditions**

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

#### **Customer Support**

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

#### **Agreements**

**All Agreements and agreements** between Vendors and TIPS Members, unless otherwise agreed by the parties, shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised for the jurisdiction of the TIPS Member.

**Agreements for purchase** will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities. **Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or

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

repair of buildings or as otherwise required by applicable statute or regulation.

#### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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**Assignments of Agreements** 

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

#### **Disclosures**

- Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

#### **Renewal of Agreements**

The Agreement with TIPS is for one (2) year with an option for renewal for additional two (2) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "Termination for Convenience".

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

#### Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated

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shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

#### **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 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. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

#### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

#### **Pricing**

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

#### **Participation Fees**

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

Page 4 of 12 **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. Vendor further 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 injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents.

#### **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements per Texas Government Code §2269 for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

#### **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 Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

#### **Purchase Order Pricing/Product Deviation**

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

#### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations

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2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the TIPS VENDOR AGREEMENT (JOC) Ver.11152017.rp

actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

#### **TIPS Member Purchasing Procedures**

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

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

#### Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS does not require a review a TIPS Member's Job Order contract AIA version or other construction contract, but may, if requested by the Member. This clause does not relieve the Vendor form 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 fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

#### **Novation**

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

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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. 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.

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#### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and 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. 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. 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.

Page 8 of 12 **Bonding** 

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds 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 or Agreement.

#### **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) will 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.

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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.

#### **Support Requirements**

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

#### **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 SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

#### NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

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

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists

Organizations per Texas Gov't Code 2270.0153 found at

https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas.

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

# **Special Terms and Conditions**

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

- Agreements: All vendor purchase orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- <u>Promotion of Agreement</u>: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

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

# TIPS Vendor Agreement Signature Form

PART 2 – RCSP 180204 Fire Safety and Security Solutions Part 2 installation and construction on site considered a Public Work (JOC)

Company Name
Address5200 Northshore Lane
CityNorth Little RockState_AR _Zip72118
Phone 501-225-4910 Fax 501-227-6707
Email of Authorized Representativerreynolds@arcomsys.com
Name of Authorized RepresentativeDavid Watson
CEO Title
Signature of Authorized Representative David Water
Date 3 9 18
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
Approved by ESC Region 8 Authorized Algorithm Fatton  Approved by ESC Region 8 Authorized Wayne Jitto
Approved by ESC Region 8
Date 4/26/18

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information	on	Contact Inf	ormation	Ship to Information
Bid Creator Email	Rick Powell General Counsel/Procurement Compliance Officer rick.powell@tips-usa.com	Address	Region VIII Education Service Center 4845 US Highway 271 North	Address
Phone Fax	(903) 575-2689	Contact	Pittsburg, TX 75686 Kristie Collins, Contracts Compliance	Department Building
Bid Number Title	180204 Fire Safety and Security		Specialist	Floor/Room
Bid Type Issue Date	Solutions (2 PART) RFP 2/1/2018 08:03 AM (CT)	Departmen Building	t	Telephone Fax Email
Close Date	3/16/2018 03:00:00 PM (CT)	Floor/Room Telephone Fax Email	+1 (866) 839-8477 +1 (866) 839-8472 bids@tips-usa.com	EIIIaii
Supplier Infor	mation			
Company Address	ArCom Systems, Inc. 5200 Northshore Lane			
Contact Department Building	North Little Rock, AR 72118 Jennifer Mahan			
Floor/Room Telephone Fax Email Submitted Total	(501) 225-4910 (501) 227-6707 jmahan@arcomsys.com 3/16/2018 10:36:18 AM (CT) \$0.00			
By submitting	your response, you certify that y	ou are author	ized to represent and bind	your company.
Signature Ra	amona R Reynolds		Email rreyno	olds@arcomsys.com
Supplier Note	es			

#### **Bid Notes**

This solicitation is for security and fire safety solutions for facilities. It is a 2 part solicitation that incorporates a construction component in Part 2 for installation of the fixtures that TIPS members may consider a public work and include wiring or plumbing. Many of these projects require engineering but engineering is not permitted by law to be procured through this solicitation process and the TIPS Member may be required to engage independent engineers for design and/or review of the project.

**Bid Activities** 

### Bid Messages

#	Name	Note	Response
1	Yes - No	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.	No
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.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AR, MS, TX, OK, LA, MO

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

Our History:

ArCom Systems, Inc. was founded in 1975 in Little Rock, AR. During the first twenty years of the company's existence the primary focus was to provide and install fire alarm and nurse call systems in long term healthcare and assisted living facilities throughout the South Central and Southeastern portion of the United States. During this period, ArCom Systems performed work for a select group of developers and installed systems in over 200 facilities in 12 states.

In the mid to late 90's, a new leadership team assumed the reigns, initiating commitments with the top best of breed product lines available in the U.S. for I.P. Video Surveillance, Access Control, Nurse Call and Fire Alarm. Since then, ArCom Systems has quickly emerged onto the national scene, having been ranked in SDM Magazine's Top 100 Systems Integrator list for the last 10 years running.

ArCom Systems provides full turnkey life-safety, security and communication solutions, and a total system approach through sales, design, project management, installation, inspections, service, and emergency repair. ArCom Systems has Arkansas' most carefully selected, factory trained and NICET certified technicians. In fact, our staff maintains over 165 factory and industry certifications overall, and have developed a reputation in the market as the company that invests, trains and develops their technicians and staff.

While many of our competitors may simply train one person to hold the factory certification for a given product, ArCom Systems believes in training and empowering our people at every level within the organization. As a result, our operations staff averages five (5) factory certifications each. We understand the necessity of delivering professional, knowledgeable, certified technicians and staff to your hospital, business, school, university, manufacturing facility or production plant in order to handle your critical life-safety and security needs.

Our Purpose:

We Safeguard People and Property because your Life and Livelihood Matters.

Our Values:

We are ONE. One team, in voice and action, driven to deliver the ultimate customer experience.

We are HONORABLE. We treat everyone with integrity and respect, and hold true to our promises. We are PASSIONATELY COMMITTED. What we do is a calling: we perform with excellence and celebrate a job well-done.

We are SOLUTION-FOCUSED. We are proactive, embracing change, while providing unparalleled solutions for the safety of our team and clients.

We have FUN. Fun is essential, fuels innovation, and enhances creativity.

6	Primary Contact Name	Primary Contact Name	Ramona Reynolds
7	Primary Contact Title	Primary Contact Title	Human Resources Specialist / Executive Assistant
8	Primary Contact Email	Primary Contact Email	rreynolds@arcomsys.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5014046246
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5012276707
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	David Watson
13	Secondary Contact Title	Secondary Contact Title	CEO
14	Secondary Contact Email	Secondary Contact Email	dwatson@arcomsys.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5014046236
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5012276707
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jennifer Mahan
19	Admin Fee Contact Email	Admin Fee Contact Email	jmahan@arcomsys.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5014046253

21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Kevin Henderson
22	Purchase Order Contact Email	Purchase Order Contact Email	khenderson@arcomsys.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5014046240
24	Company Website	Company Website (Format - www.company.com)	www.arcomsys.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	71-0463797
26	Primary Address	Primary Address	5200 Northshore Lane
27	Primary Address City	Primary Address City	North Little Rock
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Arkansas
29	Primary Address Zip	Primary Address Zip	72118
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.)	N/A
31	Yes - No	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. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:	No
		(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?	North Little Rock
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Arkansas

Felony Conviction Notice: (Required by the State of Texas) My firm is, as outlined on (No Response Required) PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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." Yes - No 36 A publicly held corporation, therefore, this reporting Nο requirement is not applicable? Is owned or operated by individual(s) who has/have been 37 Yes - No Nο convicted of a felony? If your firm is owned or operated by the following Please provide details of the conviction. This is not individual(s) who has/have been convicted of a necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or felony: misleading information about the conviction is illegal. Pricing information section. (Questions 39 - 43) (No Response Required) Pricing Information: 40 Discount Offered What is the MINIMUM percentage discount off of any item 2% or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%. TIPS administration fee By submitting a proposal, I agree that all pricing submitted (No Response Required) 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. Yes - No Vendor agrees to remit to TIPS the required administration Yes 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. Do you offer additional discounts to TIPS members for Yes - No Yes large order quantities or large scope of work?

44	Start Time	Average start time after receipt of customer order is working days?	28
45	Years Experience	Company years experience in this category?	43
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.  EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.  (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	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?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:	(No Response Required)
		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.	

Texas HB 89- Texas Government code §2270 compliance

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8. FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL. I swear and affirm that the above is true and correct by a "YES" response.

CONFLICT OF INTEREST QUESTIONNAIRE -FORM CIQ

If you have a conflict of interest as described in this form Nο or the Local Government Code Chapter 176, cited thereinyou are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or

https://www.tips-usa.com/assets/documents/docs/CIQ.pdf

Do you have any conflicts under this statutory requirement?

Filing of Form CIQ 52

If yes (above), have you filed a form CIQ as directed here?

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.

Yes

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

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

(No Response Required)

- 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.

Instructions for Certification:

- 1. By agreeing to the Attribute question #56, 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

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and Yes 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 submitting this offer and certifying this section, this bidder:

Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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, audiotape, 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

Yes

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.

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.

Contracts for more than the simplified acquisition threshold Yes currently set at \$150,000, 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?

2 CFR PART 200 Termination

2 CFR PART 200 Contracts

Termination for cause and for convenience by the grantee Yes 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?

(No Response Required)

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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?

63 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?

2 CFR PART 200 Federal Rule

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, 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?

Yes

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,

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.

consistent with

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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."

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?

66 Indemnification

Yes

67 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 must 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?

68 Remedies Explanation of No Answer

69 Choice of Law

This agreement and any addenda or other additions and all contracts or awards 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.

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?

70 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 clauses in contracts with TIPS members may be determined by the parties.

Yes

Yes

Yes, I Agree

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?

71 Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding

mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue

cost.

Do you agree to these terms?

Do you agree to these terms?

72 Alternative Dispute Resolution Explanation of No Answer

73 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?

Yes, I Agree

Yes, I Agree

Yes, I Agree

74 Infringement(s) Explanation of No Answer

75 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.

76 Acts or Omissions Explanation of No Answer

77 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.

...

Payment Terms:

Yes

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?

79 Insurance and Fingerprint Requirements Information

#### 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

(No Response Required)

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

invitation?

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.

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

None

31 Solicitation Deviation/Compliance

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.

Agreement Deviation/Compliance

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

Yes

Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form 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.

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

SB 807 prohibits construction contracts to have provisions (No Response Required) 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.

Line Items		
	Response Total:	\$0.00

# 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	Email	Phone
City of Humble, TX	Aimee Phillips	aphillips@cityofhumble.net	281-446-3061
lle, TX	David Bunch	davidb@pflugervilletx.gov	512-990-6125
College of the Ozarks	Dan Dilley	Ddilley@cofo.edu	417-230-5935

#### Certification Regarding Lobbying

ArCom Systems, Inc.

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.

5200 Northshore Lane, North Little Rock, AR 72118		
Name/Address of Organization		
David Watson, CEO		
Name/Title of Submitting Official		
Davil Wall	3/9/18	
Signature	Date	

#### FELONY CONVICTION NOTICE

#### FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, 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."

I, the undersigned agent for the firm named below, certify that the information concerning

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

## Complete only one of the three below: A or B or C.

Signature of Authorized Company Official:

#### CERTIFICATION BY CORPORATE OFFERER

# IF OFFERER IS A CORPORATION, THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM. ArCom Systems, Inc. OFFERER: (Name of Corporation) Caryl Watson certify that I am the Secretary of the Corporation (Name of Corporate Secretary) named as OFFERER herein above; that **David Watson** (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 CEO (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 general body, and is within the scope of its corporate powers. CORPORATE SE

### 180204 Fire Safety and Security Solutions

## Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

<ol> <li>Will you be subcontracting any of your work under this award if you are successful? (Circle one)</li> </ol>
YES or NO X
2. If yes, do you agree to comply with the following federal requirements? (Circle one)
YES or NO
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.
<ul> <li>(b) Affirmative steps must include:</li> <li>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>(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;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</li> <li>(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</li> <li>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs</li> <li>(1) through (5) of this section.</li> </ul>
Company Name ArCom Systems, Inc.
Print name of authorized representative David Watson, CEO
Signature of authorized representative Lauris Walt
Date 3/9/18

### **Texas Government Code 2270 Verification Form**

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A
governmental entity may not enter into a contract with a company for goods or services unless
the contract contains a written verification from the company that it: (1) does not boycott Israel;
and (2) will not boycott Israel during the term of the contract.

I, David Watson	as an authorized representative of
ArCom Systems, Inc.	, a contractor/vendor
Insert Name of Company	
engaged by	
ESC Region 8/The Interlocal Purchasing Syste 4845 Highway 271 North Pittsburg,TX,75686	em (TIPS)
verify by this writing that the above-named company and (2) will not boycott Israel during the term of this named Texas governmental entity in the future. I fur this issue is reversed and this affirmation is no longe governmental entity will be notified in writing within that our company's failure to affirm and comply with Code 2270 et seq. shall be grounds for immediate co above-named Texas governmental entity.	s contract, or any contract with the above- rther affirm that if our company's position or er valid, that the above-named Texas in one (1) business day and we understand the the requirements of Texas Government
AND	
our company is not listed on and we do not do busin Texas Comptroller of Public Accounts list of Design Texas Gov't Code 2270.0153 found at https://comptrerrorist.pdf	nated Foreign Terrorists Organizations per
I swear and affirm that the above is true and correct.	> 3/9/18
Signature of Named Authorized Company Represent	tative Date

## Required Federal contract provisions of Federal Regulations for Construction Contracts for contracts with TIPS OR 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 TIPS OR TIPS MEMBERS is the subgrantee or Subreciplent by definition. The Rules 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

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.

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

Pursuant to Federal Rule (D) above, when federal funds are expended by TIPS OR TIPS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR TIPS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES DW Initial of Authorized Company Official

(E) 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 Federal Rule above, when federal funds are expended by TIPS or TIPS Members, the proposer certifies that during the term of an award by the TIPS OR TIPS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YESDW_ Initial of Authorized Company Official	
Company NameArCom Systems, Inc.	
Print name of authorized representative David Watson	
Signature of authorized Tauwallut	
Date 319118	

### 180204 Fire Safety and Security Solutions

## FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULTIN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS 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 Tex Gov't Code or other law(s), you <u>must</u> make a <u>copy</u> 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 the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 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. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I DO NOT 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. 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.

rune or comp	oany claiming confidenti		
Printed Name	and Title of authorized	company officer claiming confidential status of material	_
			Address
City	State ZIP	Phone	
ATTACHED A	ARE COPIES OF	PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROP	POSAL
Signature	2	Date	
If you do not	claim any of your prop	osal to be confidential, complete the section below only.	
within our rest	nonse to the competitive	y waive any claim of confidentiality as to any and all information of procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the our response to Education Service Center Region 8 and TIPS.	ontained g the
Name of comp	oany expressly waiving	confidential status of material	
David Watson	n, CEO		
Printed Name	and Title of authorized	company officer expressly waiving confidential status of material	
5200 Northsho	re Lane, North Little Rock	, AR 72118 501-225-4910	Address
City	State ZIP	) 1 Phone	
G:	Dougl	11 hts para 219118	

**BJ** Bailey

For successfully completing the Technical Training Course for the 1100 Series Wireless Module

a Ray

David Peebles Vice President of Training & Quality



5/9/2014

BJ Bailey

For successfully completing the Technical Training Course for the XR100/XR500 Module



David Peebles Vice President of Training & Quality



5/9/2014

BJ Bailey

For successfully completing the Technical Training Course for the XT30/XT50 Module

D. A. 200

David Peebles Vice President of Training & Quality



5/7/2014

## Heiko Smith

## For succesfully completing Entré Certification valid for 1 year

24 April 2017



Vice President of Training & Development David Peebles





## Heiko Smith

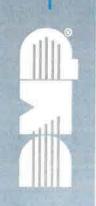
For succesfully completing

## Entré Certification Class Certification valid for 1 year

22 July 2015



Vice President of Training & Development



# CERTIFICATE OF TRAINING

Kevin Henderson

Training Course for the XR500/XR100 Module. For successfully completing the Technical

Javid Peebles,

February 1, 2012



Digital Monitoring Products

## Michael Saville

## For succesfully completing Entré Certification valid for 1 year

30 July 2015



Vice President of Training & Development David Peebles



# CERTIFICATE OF TRAINING

Awarded to

# Michael Saville

of

Arcom Systems Inc.

For successfully completing DMP's Technical Training Course for Entré Software.

a Range

Vice President

July - 201





11955 Exit Five Parkway Building 3 Fishers, IN 46037 USA +1.317.845.5710 phone +1.317.845.5720 fax

www.exacq.com

ArCom Systems 5200 NorthShore Lane North Little Rock, AR 72118

This letter is to inform you that ArCom Systems out of North Little Rock, AR is a certified partner of Exacq Technologies. ArCom is in good standing both financially as well as through product training/certification to have access to Exacq Technologies complete product line for selling, installing, and maintaining.

If there are any questions regarding this matter, please feel free to contact me at the number below.

Regards,

Kraig Schonerstedt

Exacq Technologies
Regional Sales Manager-South Central/Rocky Mountains
512-826-4182
kschonerstedt@exacq.com

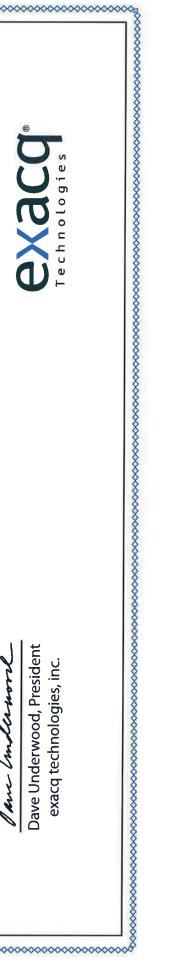


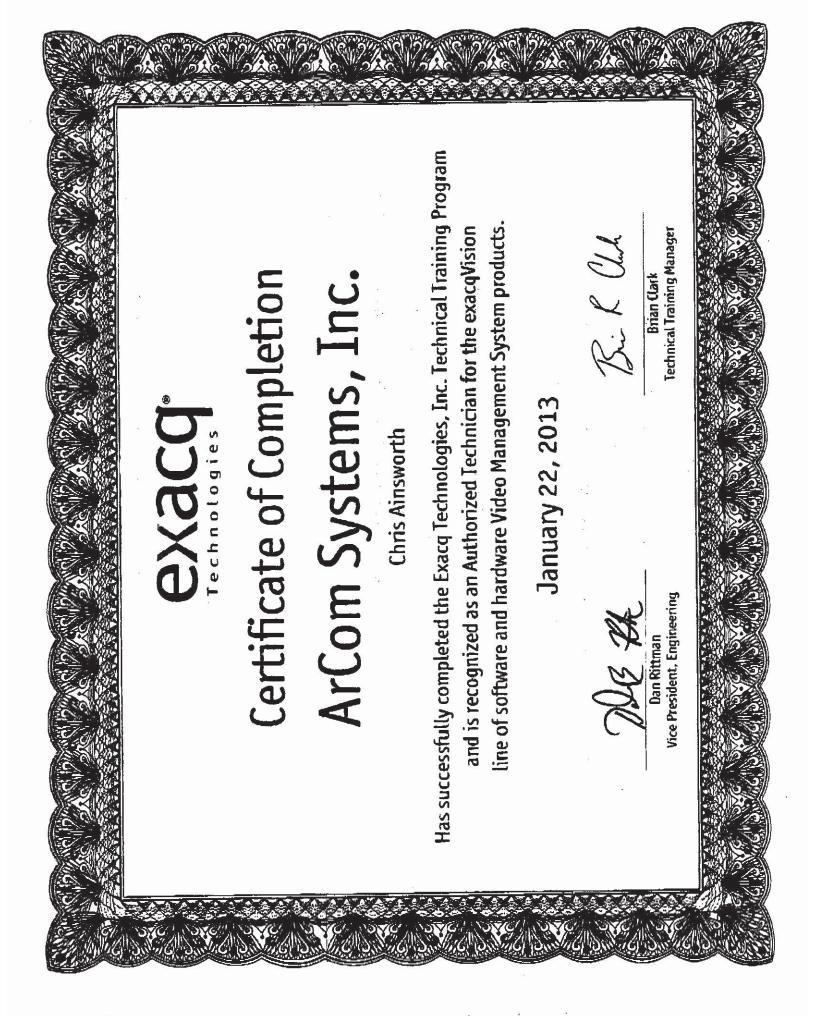
exacq technologies hereby recognizes

## Little Rock, Arkansas **ArCom Systems**

Video Management System software and factory servers. as a Certified Reseller of the exacqVision

San Imberrord







From Tyco Security Products

## Certificate of Completion

## Heiko Smith

## **Arcom Systems**

Has successfully completed the exacqVision Reseller Technical Training line of software and hardware Video Management System products and is recognized as a Certified Technician for the exacqVision

July 14, 2015



Event ID: OV-EXACQ-IN-0313-1 BICSI ITS CECs Awarded: 8

700 M

Vice President, Engineering

**Technical Training Manager** 

**Brian Clark** 

Bir R Uh

Course: 14-4105 CEU Credits: 8



## Certificate of Completion

## Jay Bradley

ArCom Systems, Inc.

Has successfully completed the exacqVision Reseller Technical Training line of software and hardware Video Management System products. and is recognized as a Certified Technician for the exacqVision

August 13, 2013

BICSI

Event ID: OV-EXACQ-IN-0313-1 BICSI ITS CECs Awarded: 8

206 KM

Dan Rittman Vice President, Engineering

Bir R Unh

Brian Clark Technical Training Manager



## Certificate of Completion Justin Cary

ArCom Systems, Inc

Has successfully completed the Exacq Technologies, Inc. Technical Training Program line of software and hardware Video Management System products. and is recognized as a Certified Technician for the exacqVision

November 30, 2011

De He

Dan Rittman Vice President, Engineering

Bir R Cluk

Brian Clark Technical Training Manager



## Certificate of Completion Michael Saville

Arcom Systems, Inc.

Has successfully completed the Exacq Technologies, Inc. Technical Training Program line of software and hardware Video Management System products. and is recognized as a Certified Technician for the exacqVision

November 6, 2012

Dan Rittman Vice President, Engineering

THE STA

James Goddard Technical Training Specialist



## Certificate of Completion

From Tyco Security Products

## **Robert Otts**

## **ArCom Systems**

Has successfully completed the exacqVision Reseller Technical Training line of software and hardware Video Management System products. and is recognized as a Certified Technician for the exacqVision

## June 16, 2015



Event ID: OV-EXACQ-IN-0313-1 BICSI ITS CECs Awarded: 8

200 M

Vice President, Engineering

Bir R Cluk

Course: 14-4105 **CEU Credits: 8** 

**Technical Training Manager** 

**Brian Clark** 







# Keep by Feenics Technical Certification CERTIFICATE of COMPLETION 2015

PRESENTED BY

## **Feenics**

This Certificate Acknowledges That

Heiko Smith

of

**Arcom Systems** 

Has Successfully Completed Level 1

Keep by Feenics Technical Certification

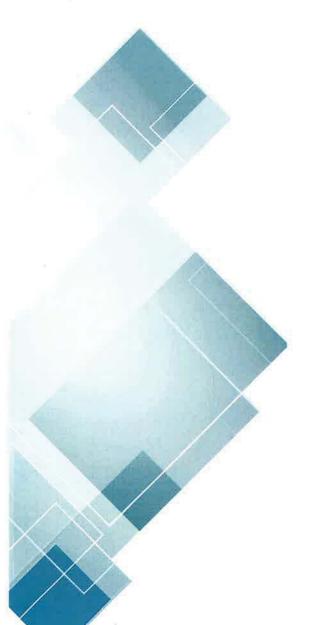
all rights reserved Feenics 2015





Director of Sales Feenics **Brian Matthews** 





# Keep by Feenics Technical Certification CERTIFICATE of COMPLETION 2016

PRESENTED BY



Joshua Hobbs

ArCom Systems, Inc.

Has Successfully Completed Level 1

Keep by Feenics Technical Certification

all rights reserved Feenics 2016

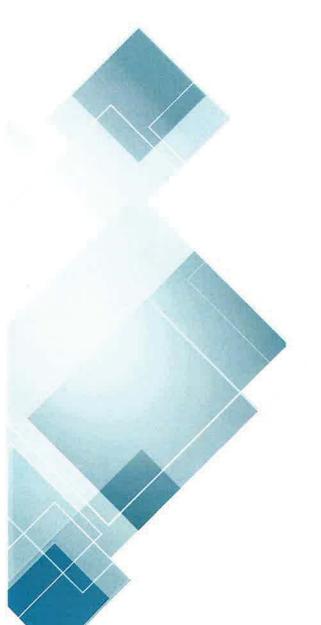




Director of Sales Feenics **Brian Matthews** 



Adam Lang Training Administrator Feenics



# Keep by Feenics Technical Certification CERTIFICATE of COMPLETION 2016

PRESENTED BY



Warren Stine

ArCom Systems, Inc.

Has Successfully Completed Level 1

Keep by Feenics Technical Certification

all rights reserved Feenics 2016





Director of Sales Feenics **Brian Matthews** 



Adam Lang Training Administrator Feenics



## HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

>	If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
	Section 1 - Respondent and Requisition Information
Г	
Ē	Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
r	Section 2 c Yes
Ē	Section 4 - Affirmation
	GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
>	If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a <u>continuous contract</u> in place for five (5) years or less <u>meets or exceeds</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
	Section 1 - Respondent and Requisition Information
	Section 2 a Yes, I will be subcontracting portions of the contract
	Section 2 b List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB
_	vendors and Non-HUB venders
L	Section 2 c No
	Section 2 d Yes
	Section 4 - Affirmation
	GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
>	If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a <u>continuous contract</u> in place for five (5) years or less <u>does not meet or exceed</u> the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
	Section 1 - Respondent and Requisition Information
	Section 2 a Yes, I will be subcontracting portions of the contract
	Section 2 b List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors
	and Non-HUB vendors
	Section 2 c No
	Section 2 d No
L	Section 4 - Affirmation
L	GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
>	If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
U	Section 1 - Respondent and Requisition Information
S	Section 2 a No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
	Section 3 - Self Performing Justification
13	Section 4 - Affirmation

\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

State of Texas VID #: 71-0463797

Bid Open Date: 03/16/2018

Phone #:

Fax #:

501-404-6240

501-227-6707

(mm/dd/yyyy)



## **HUB Subcontracting Plan (HSP)**

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

### NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

## - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to usubcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by	e statewide HUB goal or the agency must identify the HUBs with which it n in place for five years or less shall
SECTION-1: RESPONDENT AND REQUISITION INFORM	FEIN#

ArCom Systems, Inc.

Respondent (Company) Name:

Point of Contact:

E-mail Address:

Requisition #:

Kevin Henderson

Is your company a State of Texas certified HUB? ☐ - Yes

180204

khenderson@arcomsys.com

Enter your company's name here:	ArCom Systems, Inc.	Requisition #:	180204

### SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
  - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

		HL	Non-HUBs	
Item #	Subcontracting Opportunity Description	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10	=	%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <a href="http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/">http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/</a>).

C.	Check the appropriate box (Yes or No) that indicates whether you will be using only lexas certified HUBs to perform all of the subcontracting opportunities you
	listed in SECTION 2, Item b.
	- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
	- No (If No, continue to Item d, of this SECTION.)

- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
  - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
  - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here:	ArCom Systems, Inc.	Requisition #:	180204
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## SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

			JBs	Non-HUBs
Item#	Subcontracting Opportunity Description	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	%

\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here:ArCom	n Systems, Inc.	Requisition #:	180204
SECTION-3: SELF PERFORMING JUSTIFICATION ( Check the appropriate box (Yes or No) that indicates w contract with its own resources.  — Yes (If Yes, in the space provided below list entire contract with its own equipment, supplie  — No (If No, in the space provided below explored or employees.)	the specific page(s)/section(s) of the specific page(s)/section(s) of the specific page(s).	ains an explanation demonstrating how your	ur company will fulfill the entire
ArCom Systems employs installation, s and carry. We purchase everything we inspect, and maintain the systems our wide range of states and customers. W rights to others such as Rauland and F	install, and utilizing our flee customers purchase from u e are members of purchas	et of company vehicles, have ou us. We have multiple locations th	ır technicians install, tes nat allow us to reach a

### SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <a href="http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls">http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls</a>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Dourdhold	David Watson	CEO	319118
Signature	Printed Name	Title	Date
			(mm/dd/new)

### Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

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## HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here:	ArCom Systems, Inc.	Requisition #:	180204	

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for <u>each</u> of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <a href="http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-afe-achm-a.pdf">http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-afe-achm-a.pdf</a>.

SECTION A-1: SUBCONTRACTING OPPORTUNITY
Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.
tem Number: Description:

### SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	□- Yes □ - No		\$	%
	□- Yes □ - No		\$	%
	□- Yes □-No		\$	%
	☐-Yes ☐-No		\$	%
	□-Yes □-No		\$	%
	□-Yes □-No		\$	%
	□-Yes □-No		\$	%
	□-Yes □-No		\$	%
	□ - Yes □ - No		\$	%
	□ - Yes □ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	□ - Yes □ - No		\$	%
	□ - Yes □ - No		\$	%
	□ - Yes □ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	□-Yes □-No		\$	%
	□-Yes □-No		\$	%
	☐ - Yes ☐ - No		\$	%
	□ - Yes □ - No		\$	%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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## HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here:ArCom Systems, Inc.	Requisition #:	180204
IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must see Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the page or download the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-ac	completed HSP form	
SECTION B-1: SUBCONTRACTING OPPORTUNITY  Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the the attachment.	completed HSP form	n for which you are completing
Item Number: Description:		
SECTION B-2: MENTOR PROTÉGÉ PROGRAM		
If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Pr subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to specific portion of work.		
Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you list	sted in SECTION B-1	to your Protégé.
☐ - Yes (If Yes, to continue to SECTION B-4.)		
☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)		
1-Not Applicable (ii No ii Not Applicable, continue to decirion bed and decirion bed.)		

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <a href="http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.">http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan.</a>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <a href="http://mycpa.state.tx.us/tpasscmblsearch/index.jsp">http://mycpa.state.tx.us/tpasscmblsearch/index.jsp</a>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the <a href="https://doi.org/10.10/">https://doi.org/10.10/</a> Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB	Respond?
			☐ - Yes	□-No
			☐ - Yes	☐ - No
			🗆 - Yes	□ - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <a href="http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/">http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/</a>.
- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1.Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice	e Accepted?
		□- Yes	□- No
		☐ - Yes	□- No

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## HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: ArCom Systems, Inc.			Requis	sition #:180	204
SECTION B-4: SUBCONTRACTOR SELECTION  Enter the item number and description of the subcontracting opportunity you list the attachment.	ed in SECT	ON 2, Item	b, of the completed	HSP form for which y	ou are completing
a. Enter the item number and description of the subcontracting opportunity for	or which you	are comple	eting this Attachment	B continuation page	
Item Number: Description:					
<ul> <li>List the subcontractor(s) you selected to perform the subcontracting opp HUB and their VID number, the approximate dollar value of the work to the whether the company is a Texas certified HUB.</li> </ul>					
Company Name	Texas cert	ified HUB	VID Number (Required if Taxas cartified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	□ - Yes	□ - No		\$	%
	□ - Yes	□ - No		\$	%
	☐ - Yes	□ - No		\$	%
	☐ - Yes	□ - No		\$	%
	□ - Yes	□ - No		\$	%
	□ - Yes	□ - No		\$	%
	☐ - Yes	□ - No		\$	%
	☐ - Yes	□ - No		\$	%
	□ - Yes	□ - No		\$	%
	□-Yes	□ - No		\$	%
c. If any of the subcontractors you have selected to perform the subcontracting justification for your selection process (attach additional page if necessary)		ity you liste	d in SECTION B-1 is	<u>not</u> a Texas certifie	d HUB, provide <u>writte</u>
ia .					

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to <u>all</u> the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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## **HUB Subcontracting Opportunity Notification Form**

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C**, **Item 2**, reply no later than the date and time identified in **Section C**, **Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION: A PRIME CONTRACTOR'S INFORMATION					
Company Name:			State of Te	exas VID #:	
Point-of-Contact:			EV	Phone #:	
E-mail Address:			÷:	Fax #:	
			<u></u>		
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION	ON INFORMATION				
Agency Name:					
Point-of-Contact:				Phone #:	
Requisition #:			Bid O	pen Date:	
<u></u>				N=	(mm/dd/yyyy)
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE D	UE DATE, D ESCRI	PTION, R	EQUIREMENTS AN	ID RELATED	INFORMATION
Potential Subcontractor's Bid Response Due Date:					
If you would like for our company to consider your comp	any's bid for the subc	ontracting	opportunity identified	l below in Iten	n 2,
we must receive your bid response no later than	Select	on			
2	Central Time		Date (mm/dd/yyyy)		
at least seven (7) working days prior to us submitting our bid subcontracting opportunities to two (2) or more trade organization. Asian Pacific American, Black American, Hispanic American, Administrative Code, §20.11(19)(C).  (A working day is considered a normal business day of a state at declared closed by its executive officer. The initial day the suborganizations or development centers is considered to be "day zero".  2. Subcontracting Opportunity Scope of Work:	ions or development, Native American, gency, not including acontracting opportui	t centers ( Woman, weekends nity notice	(in Texas) that sen Service Disabled s, federal or state ho is sent/provided to	ves member Veteran) ide olidays, or de o the HUBs	s of groups (i.e., entified in Texas ays the agency is and to the trade
3. Required Qualifications:					- Not Applicable
4. Bonding/Insurance Requirements:					Not Applicable
5. Location to review plans/specifications:					- Not Applicable



## WARRANTY STATEMENT

ARCOM SYSTEMS shall provide a one year warranty covering all system components and materials, and ninety (90) days on labor and workmanship from the date of acceptance or beneficial use - whichever occurs first, excepting any parts, components or services provided by other suppliers/contractors which have been directly provided to the customer. Warranty does not cover repair of damage(s) caused by accident, disaster and other *force majeure* events, including but not limited to fire, flood, water, wind, lightning, neglect, acts of terrorism, misuse and/or unauthorized alterations, or attempted repairs made by non-factory certified persons.



## **LIMITED WARRANTY**

## **Manufacturer Warranties and Limitation of Liability**

Manufacturer Warranties. Subject to the limitations set forth herein, Manufacturer warrants that the Products manufactured by it in its Northford, Connecticut facility and sold by it to its authorized Distributors shall be free, under normal use and service, from defects in material and workmanship for a period of thirty six (36) months for the date of manufacture (effective January 1, 2009). The Products manufactured and sold by Manufacturer are date stamped at the time of production. Manufacturer does not warrant Products that are not manufactured by it in its Northford, Connecticut facility but assigns to its Distributor, to the extent possible, any warranty offered by the manufacturer of such product. This warranty shall be void if a Product is altered, services or repaired by anyone other than Manufacturer or its authorized Distributors. This warranty shall also be void if there is a failure to maintain the Products and the systems in which they operate in proper working conditions.

MANUFACTURER MAKES NO FURTHER WARRANTIES, AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS, TRADEMARKS, PROGRAMS AND SERVICES RENDERED BY MANUFACTURER INCLUDING WITHOUT LIMITATION, INFRINGEMENT, TITLE, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. MANUFACTURER SHALL NOT BE LIABLE FOR ANY PERSONAL INJURY OR DEATH WHICH MAY ARISE IN THE COURSE OF, OR AS A RESULT OF, PERSONAL, COMMERCIAL OR INDUSTRIAL USES OF ITS PRODUCTS.

This warranty replaces all previous warranties and is the only warranty made by Honeywell. No increase or alteration, written or verbal, of the obligation of this warranty is authorized. Honeywell reserves the right to modify its warranty terms from time to time.

Warranty Claims. Manufacturer shall replace or repair, at Manufacturer's discretion, each part returned by its authorized Distributor and acknowledged by Manufacturer to be defective, provided that such part shall have been returned to Manufacturer with all charges prepaid and the authorized Distributor has completed Manufacturer's Return Material Authorization form. The replacement part shall come from Manufacturer's stock and may be new or refurbished. All costs for replacement of parts in the field which are covered by warranty shall be borne by Dealer. No such costs shall be passed on to Customers. THE FOREGOING IS DISTRIBUTOR'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF A WARRANTY CLAIM.



LIMITED WARRANTY: DMP warrants that the products manufactured by DMP and described herein, shall be free from defects of manufacture, labeling, and packaging for a period of three (3) years from the invoice date to the original Buyer, provided that representative samples of the defective products are returned to DMP for inspection. DMP's determination of whether a CDMA device manufactured by DMP and not activated through SecureCom Wireless, LLC (i) has a manufacturing defect subject to repair/replacement pursuant to this Limited Warranty, or (ii) will be repaired by DMP after expiration of this Limited Warranty shall be limited to certain physical test(s) of the device exclusively determined by DMP; provided, that such test(s) shall not include DMP communicating with the cellular provider. If, after such physical test(s), DMP is unable to determine whether the device has a manufacturing defect covered by this Limited Warranty or, if after expiration of this Limited Warranty, DMP is unable to determine the cause of the malfunction of the device, DMP shall not provide any warranty service or repair service and shall return the device to customer at customer's cost and expense. Upon a determination by DMP that a product manufactured by DMP has a manufacturing defect, DMP shall, at its exclusive option, and as its sole obligation, replace or repair said defective product or part thereof at its own expense except that Buyer shall pay all shipping, insurance and similar charges incurred in connection with the replacement of the defective product or parts thereof. Products sold but not manufactured by DMP (OEM products) are subject solely to the terms and conditions of that manufacturer's warranty, if any, applicable to such products. The sole purpose of any sale or contract for sale of any of the products listed in the DMP catalog or price list is the furnishing of that product. It is expressly understood by Buyer that in furnishing any of such products, DMP does not warrant or insure the Buyer against any losses the Buyer or any end user of the product may incur, even if resulting from the malfunction of said product.

DMP does not warrant or represent that the products sold may not be compromised or circumvented, will operate as designed, will prevent or reduce personal injury, property damage or economic loss, or will provide adequate warning or notice as designed or may be intended by Buyer or any end user. Buyer understands and will cause its customers to understand that a properly installed and maintained alarm system may only reduce the risk of a burglary, robbery, or fire without warning, but it is not insurance or a guarantee that such will not occur or will not cause or lead to personal injury or property loss. All warranties are void if a product is damaged, becomes defective or malfunctions due to accident, abuse, vandalism, neglect, negligence, any modification, improper installation, service, or testing, misapplication, misuse, lightning, electricity, water, fire, environmental or other hazard, or act of God, or if for any other reason DMP determines that said product is not operating properly as a result of causes other than defective manufacture, labeling, or packaging. No employee or agent of DMP's is authorized to make any warranty other than that specifically set forth herein. The provisions in any specification or chart issued by DMP or attached hereto are descriptive only and are not warranties.

THE AFORESAID LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IT BEING UNDERSTOOD THAT ALL SUCH OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. IN NO EVENT SHALL DMP OR ITS REPRESENTATIVES BE LIABLE TO BUYER FOR ANY DIRECT, INDIRECT, COLLATERAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH BUYER'S OR END USER'S USE OF ANY OF THE PRODUCTS LISTED HEREIN, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE SAID PRODUCTS, INCLUDING DAMAGES RELATIVE TO, ARISING FROM, OR CAUSED DIRECTLY OR INDIRECTLY BY SAID PRODUCTS OR THE USE THEREOF OR ANY DEFICIENCY, DEFECT, OR INADEQUACY OF THE SAID PRODUCTS. IT IS EXPRESSLY AGREED THAT BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION RELATING TO THE PURCHASE AND/OR USE OF ANY OF THE PRODUCTS LISTED HEREIN FROM DMP SHALL BE FOR ACTUAL DAMAGES

ONLY, AND DMP'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING ACTIVE OR PASSIVE NEGLIGENCE OR OTHER FAULT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCT IN RESPECT TO WHICH THE CLAIM IS MADE, OR AT THE ELECTION OF DMP THE RESTORATION OR REPLACEMENT OR REPAIR OF SUCH PRODUCT. BUYER ACKNOWLEDGES AND AGREES THAT THIS LIMITED WARRANTY IS GIVEN ONLY TO THE BUYER AND IS NOT TRANSFERABLE OR ASSIGNABLE, IN ANY MANNER WHATSOEVER, TO PERSON OR ENTITY WHO RECEIVES THE PRODUCT (BY PURCHASE OR OTHERWISE) FROM BUYER.

## exacqVision

## Limited Warranty and Limitation of Liability

LIMITED WARRANTY. Exacq hardware products are warranted against defects in materials and workmanship for three (3) years from the date Exacq ships the products to the Customer. All software products are licensed to the Customer under the terms of the appropriate Exacq Technologies license. For a period of ninety (90) days from the Delivery Date, Exacq software products (when properly installed on Exacq hardware products) (a) will perform substantially in accordance with the accompanying written materials, and (b) the medium on which the software product is recorded will be free from defects in materials and workmanship under normal use and service. Any replacement of a licensed software product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Customer must obtain a Return Material Authorization number from Exacq before returning any products under warranty to Exacq. Customer shall pay expenses for shipment of repaired or replacement products to and from Exacq. After examining and testing a returned product, if Exacq concludes that a returned product is not defective, Customer will be notified, the product returned at Customer's expense, and a charge made for examination and testing. This Limited Warranty is void if products or parts are damaged by (a) improper handling, normal wear and tear, accidents, theft, vandalism, fire, water or other peril; (b) conditions outside the specifications for operation of the products, including but not limited to, electrical power, temperature humidity, dust or lightning; (c) Customer supplied third party software not intended for use with the applicable Exacq software; (d) utilization of an improper hardware or software key; (e) or improper use, negligence, repair, alteration or maintenance of the product not performed by Exacq Technologies, Inc. or its authorized service centers or authorized technicians.

CUSTOMER REMEDIES. Exacq's sole obligation (and Customer's sole remedy) with respect to the foregoing Limited Warranty shall be to, at its option, return the fees paid or repair/replace any defective products, provided that Exacq receives written notice of such defects during the applicable warranty period. Customer may not bring an action to enforce its remedies under the foregoing Limited Warranty more than one (1) year after the accrual of such cause of action.

RETURN/CANCELLATION POLICY. Customer may return unwanted products within thirty (30) days of the Delivery Date. Customer shall pay a lifteen percent (15%) restocking charge on any unwanted products returned to Exacq. No returns will be accepted after the thirty (30) day period has expired. Where special equipment or services are involved, Customer shall be responsible for all related work in progress; however, Exacq shall take responsible steps to mitigate damages immediately upon receipt of a written cancellation notice from Customer. A Return Material Authorization number must be obtained from Exacq for return of any products. Exacq may terminate any order if any representations made by Customer to EXACQ are false or misleading.

NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. EXACQ DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS ACCURACY RELIABILITY OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. EXACQ EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN.

NO LIABILITY FOR CONSEQUENTIAL DAMAGES. The entire liability of Exacq and its licensors, distributors and suppliers (including its and their directors, officers, employees and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall Exacq and its licensors, distributors and suppliers (including its and their directors, officers, employees and agents) be liable for any damages including but not limited to any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the products, even if Exacq or its licensors, distributors, and suppliers has been advised of the possibility of such damages. Customer acknowledges that the applicable purchase price or license fee for the products reflects this allocation of risk. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If the foregoing limitation of liability is not enforceable because an Exacq product sold or licensed to Customer is determined by a court of competent jurisdiction in a final non appeal able judgment to be defective and to have directly caused bodily injury death or property damage in no event shall Exacq's liability for property damage exceed the greater of \$50,000 or fees paid for the specific product that caused such damage.

WARNING: IN ANY APPLICATION THE RELIABILITY OF OPERATION OF THE PRODUCTS CAN BE IMPAIRED BY ADVERSE FACTORS, INCLUDING BUT NOT LIMITED TO FLUCTUATIONS IN ELECTRICAL POWER SUPPLY, COMPUTER HARDWARE MALFUNCTIONS, COMPUTER OPERATING SYSTEM SOFTWARE FITNESS, FITNESS OF COMPILERS AND DEVELOPMENT SOFTWARE USED TO DEVELOP AN APPLICATION, INSTALLATION ERRORS, SOFTWARE AND HARDWARE COMPATIBILITY PROBLEMS, MALFUNCTIONS OR FAILURES OF ELECTRONIC MONITORING OR CONTROL DEVICES, TRANSIENT FAILURES OF ELECTRONIC SYSTEMS (HARDWARE AND/OR SOFTWARE), UNANTICIPATED USES OR MISUSES, OR ERRORS ON THE PART OF THE USER OR APPLICATIONS DESIGNER (ADVERSE FACTORS SUCH AS THESE ARE HEREAFTER COLLECTIVELY TERMED "SYSTEM FAILURES"). ANY APPLICATION WHERE A SYSTEM FAILURE WOULD CREATE A RISK OF HARM TO PROPERTY OR PERSONS (INCLUDING THE RISK OF BODILY INJURY AND DEATH) SHOULD NOT BE RELIANT SOLELY UPON ONE FORM OF ELECTRONIC SYSTEM DUE TO THE RISK OF SYSTEM FAILURE. TO AVOID DAMAGE, INJURY, OR DEATH, THE USER OR APPLICATION DESIGNER MUST TAKE REASONABLY PRUDENT STEPS TO PROTECT AGAINST SYSTEM FAILURES, INCLUDING BUT NOT LIMITED TO BACK-UP OR SHUT DOWN MECHANISMS. BECAUSE EACH END-USER SYSTEM IS CUSTOMIZED AND DIFFERS FROM EXACQ'S TESTING PLATFORMS AND BECAUSE A USER OR APPLICATION DESIGNER MAY USE EXACQ PRODUCTS IN COMBINATION WITH OTHER PRODUCTS IN A MANNER NOT EVALUATED OR CONTEMPLATED BY EXACQ THE USER OR APPLICATION DESIGNER IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF EXACQ PRODUCTS WHENEVER EXACQ PRODUCTS ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING, WITHOUT LIMITATION, THE APPROPRIATE DESIGN, PROCESS AND SAFETY LEVEL OF SUCH SYSTEM OR APPLICATION.







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### 1. WARRANTY

- 1.1 The warranty period for each Product is (i) 90 days with respect to Software and (ii) with respect to third-party hardware components of the Products, carry solely the warranty from the manufacturer of such third-party product, which warranty shall be passed to VAR (the "Warranty Period"). The Warranty Period begins on the date of delivery.
- 1.2 Warranty Statement. The Products which are designed by Feenics for use with hardware, when properly installed on that hardware, are warranted not to fail to execute their programming instructions due to defects in materials and workmanship. If Feenics receives notice from VAR of such defects during the Warranty Period, Feenics shall repair or replace such Products which do not execute their programming instructions due to such defects. Feenics does not warrant that the operation of the Products shall be uninterrupted or error free.
- 1.3 **Refund or Replacement**. If Feenics is unable, within a reasonable time, to repair or replace any Product to a condition as warranted, VAR shall be entitled to a refund of the price paid for such Product upon return of the Product to Feenics.
- 1.4 Limitation on Warranty. The foregoing warranty shall not apply to defects resulting from:
  - (a) improper or inadequate maintenance by VAR or end-user;
  - **(b)** VAR or end user supplied software on interfacing;
  - (a) unauthorized modification or misuse of a Product;
  - (d) operation outside of the specifications for a Product.
- 1.5 FEENICS SELLS THE PRODUCTS ON AN "AS IS" BASIS. THE WARRANTIES DESCRIBED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS AND, SAVE AS OTHERWISE PROVIDED HEREIN, FEENICS MAKES, AND THERE ARE, NO OTHER WARRANTIES OR CONDITIONS OR REPRESENTATIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, AND FEENICS EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. FURTHER, FEENICS DOES NOT REPRESENT OR WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT THE PRODUCTS WILL PREVENT OCCURRENCES OF PROPERTY DAMAGE, THEFT, LOSS, OR PERSONAL INJURY.
- 1.6 **Disclaimer re Loss or Theft of Data.** Feenics hereby disclaims any express or implied warranty that the Products are technically immune from or prevent improper, unlawful and/or unauthorized utilization that may result in the loss of or theft of electronic data. Feenics hereby warns VAR that such is possible, and VAR agrees to warn its customers of such.
- 1.7 **Disclaimer re Privacy.** Feenics hereby disclaims any express or implied warranty that the Products are technically immune from or prevent unlawful and/or unauthorized utilization that may result in invasion of one's right to privacy. Feenics hereby warns VAR that such is possible, and VAR agrees to warn its customers of such risk.

## **HIKVISION USA RMA POLICY**

**Document Purpose and Scope:** This document addresses return policies applicable to the products purchased by customer of Hikvision USA ("Customer") that are returned to Hikvision USA Inc. for repair or return.

**Amending this Policy:** Hikvision may choose to amend the Policy, in part or its entirety, at any time, without notice.

**Hikvision's Responsibility:** Hikvision's sole responsibility under Hikvision's warranty is limited to repairing or replacing the defective products returned by customers. For details on the product warranty provided by Hikvision USA for the respective products, please refer to the following table:

PR	ODUCT CATEGORY	WARRANTY PERIOD (PARTS AND LABOR				
DVRs / NVRs		36 months				
DVSs		36 months				
	PTZ (dome)	36 months				
Cameras	IR	36 months				
	Others	36 months				
Compression	Cards	36 months				
Lenses And Ad	ccessories	36 months				
Hard Drives		36 months				

### **General Return Requirements and Instructions:**

**RMA Inquiry:** Prior to sending in your product, an RMA number must be authorized and issued to the Customer.

To obtain authorization, an RMA form can be downloaded from the Hikvision  $\,$ 

websitehttp://www.hikvision.com/En/us/rmaform.asp or requested via email rma@hikvisionusa.com. Once completely filled out, please email back to rma@hikvisionusa.com. Note that this RMA must be indicated on the outside of all returned packages. Hikvision will refuse the package(s) without an RMA and return the product to the customer with freight due.

**Expiration:** An RMA number is valid for thirty (30) calendar days after its issuance by Hikvision. Customer must return the product described in the RMA within thirty (30) days or a new RMA number will be required. If Hikvision does not receive the product(s) within the allowed time-frame, the RMA will be closed and returns may be refused and process delayed.

Return for Credit Policy: We have a 90 day return policy for defective items from the ship date to the dealers. With this request, please note that DEALER PARTNER CODE and/or CUSTOMER NAME is REQUIRED. Without this information on the form request will not be processed. Products outside the 90 day time period are not eligible for credit.

**Restocking Fee:** 10% restocking fee will be applied to any non-defective item returned within 90 days of the purchase date where the package has been determined to be **new and unopened upon return.** 

**Advanced Replacement: one (1) year policy for returns/replacements.** In the unlikely case of product failure within the first year of ownership Hikvision will make the best effort to ship replacement product(s) of equivalent performance and specifications. A new PO via distribution is required to ensure proper processing of the replacement order. An RMA for Credit request is mandatory for the return of the defective product(s) and within 30 days from RMA number issuance, customer is required to return the defective product(s) to Hikvision USA. Please follow normal RMA Instructions when requiring an advance replacement. Please note that **DEALER PARTNER** 

**CODE and/or CUSTOMER NAME is REQUIRED** information on the form, otherwise request will not be processed.

**Repair:** Customer must fill out the RMA form with all the required information to assist the repair department with diagnosing and repairing the item. Warranty goods are repaired without contacting the customer. An "Estimation of Charges" is sent to customers for the repair of Non-Warranty goods, which they can review and sign if acceptable. **Non-warranty items require written authorization from the customer.** If an item is deemed "un-repairable" the customer is contacted and has the option of (1) have the product returned or (2) having the product scrapped.

**Returns from Direct Purchaser and Authorized Distributor:** Hikvision only accepts returns from direct purchasers and/or authorized distributors. If you should experience a problem with our product, please return to the point of purchase.

Packaging Requirements: All returned products must be packaged appropriately to prevent shipping damage and provide proper electrostatic discharge (ESD) protection. They must be packaged to afford individual mechanical protection so damage does not occur while the product is in-transit to Hikvision. It must be comparable to the packaging in which Hikvision originally shipped the product. For multiple packages, each package must be labeled with the approved RMA number, properly sealed and enclosed with a copy of the RMA form with the shipment. Customer must enclose a packing list identifying the contents in each shipping carton.

**Freight Charges:** Customer will pay inbound freight of the returned product and Hikvision will pay the ground outbound freight of repaired/replaced product to Customer.



## Saving Lives and Protecting Property for over 35 years

Established in Little Rock, Arkansas in 1975, ArCom Systems provided and installed fire alarm and nurse call systems to long term healthcare and assisted living facilities. Today, ArCom Systems is dedicated to providing full turnkey life-safety, security and communication solutions with a total system approach through sales, design, project management, installation, inspections, service, and emergency repair. ArCom provides best in class product lines for:

## Nurse Call • Access Control • Fire Alarm • Video Surveillance • Mass Notification Intrusion • Infant Security • Wireless VolP • Asset Tracking • Data Cabling

ArCom Systems takes pride in investing, training and developing our technicians and staff, and maintains over 165 factory and industry certifications to ensure a job done right. Our premier standards have earned us ranking as a Top 100 Systems Integrator in SDM Magazine's list for the last 7 years running and we're currently listed as the 71st largest integrator in the U.S.

## Turn-Key Solutions, Done Right, On-Time

We understand the necessity of delivering professional, knowledgeable, certified technicians and staff to your hospital, business, school, university, manufacturing facility or production plant in order to handle your critical life-safety and security needs. Our clients include a variety of industries including: healthcare, commercial, industrial, educational, and governmental.

OUR MISSION: To Save Lives, Protect Property and Provide **Emergency Communications by giving our clients:** 

- Best-of- Breed, Latest Generation Products and Services
- Code Driven, Best-in-Class Installation Standards
- Guaranteed Fastest On-Site Emergency Response & Resolution Times
- Best Follow-Up Service, Inspections and Customer Training in the Industry

Emergency communication can save the lives of students on campus, patients in a hospital, teachers in a classroom and business professionals in a high-rise building. Fire Alarm, voice evacuation, access control and video surveillance save us all money in the long run by protecting our properties, our people, reducing theft, eliminating wasteful lawsuits, keeping the criminal elements out of our buildings. Other benefits include reduced insurance claims, lower insurance premiums, safer and more secure workplaces which aid in retention, saved lives of loved ones, associates and employees, and successful prosecution of criminals.

Our specialists at ArCom Systems will coordinate the complete design, engineering, and solution proposal of your next project.

## **OUR SOLUTIONS:**

MAIN VERTICALS

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**Preventive Maintenance** 

**Software Updates** 

Monitoring

**PRODUCT SOLUTIONS** 

**Nurse Call Communications** 

Fire Alarm

**Access Control** 

Access Control Video Surveillance

Mass Notification

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