

# TIPS VENDOR AGREEMENT

Between \_\_\_\_\_Dowley Security Systems\_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RFP 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 addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# 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. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

## 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 shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

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

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

## 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 company.

### **Disclosures**

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

### **Renewal of Agreements**

The Agreement with TIPS is for one (3) year with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause 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

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 # xxxxxxxx. 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.

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

### **Participation Fees**

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

**Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. 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 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

2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

### **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**

If a vendor submitting an Proposal 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.

### **Licenses**

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

### **Novation**

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

### **Site Requirements (when applicable to service or job)**

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

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

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

### **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Marketing**

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

### **Supplemental agreements**

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

**Survival Clause**

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

**Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for 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 Purchase Order and/or an Agreement or Contract and shall take precedence over those in the 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 or other document that will serve as “the notice to proceed”. 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 inspect the work for acceptance under the scope and terms in the PO. 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.

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

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

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.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

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 if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686.  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Special Terms and Conditions

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

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor 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.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RFP 180204 Fire Safety and Security Solutions

Company Name Dowley Security Systems

Address 10784 Kempwood Drive

City Houston State TX Zip 77043

Phone 713-721-9732 Fax 713-456-2680

Email of Authorized Representative mdavis@dowley.com

Name of Authorized Representative Mark Davis

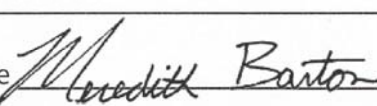
Title President & CEO

Signature of Authorized Representative 

Date 2-26-18

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/26/18

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

| Bid Information |                                                            | Contact Information |                                                                                          | Ship to Information |
|-----------------|------------------------------------------------------------|---------------------|------------------------------------------------------------------------------------------|---------------------|
| Bid Creator     | Rick Powell General Counsel/Procurement Compliance Officer | Address             | Region VIII Education Service Center<br>4845 US Highway 271 North<br>Pittsburg, TX 75686 | Address             |
| Email           | rick.powell@tips-usa.com                                   | Contact             | Kristie Collins, Contracts Compliance Specialist                                         | Contact             |
| Phone           | (903) 575-2689                                             |                     |                                                                                          | Department Building |
| Fax             |                                                            |                     |                                                                                          |                     |
| Bid Number      | 180204                                                     |                     |                                                                                          | Floor/Room          |
| Title           | Fire Safety and Security Solutions (2 PART)                | Department Building |                                                                                          | Telephone           |
| Bid Type        | RFP                                                        |                     |                                                                                          | Fax                 |
| Issue Date      | 2/1/2018 08:03 AM (CT)                                     |                     |                                                                                          | Email               |
| Close Date      | 3/16/2018 03:00:00 PM (CT)                                 | Floor/Room          |                                                                                          |                     |
|                 |                                                            | Telephone           | +1 (866) 839-8477                                                                        |                     |
|                 |                                                            | Fax                 | +1 (866) 839-8472                                                                        |                     |
|                 |                                                            | Email               | bids@tips-usa.com                                                                        |                     |

## Supplier Information

|            |                            |
|------------|----------------------------|
| Company    | Dowley Security Systems    |
| Address    | 10784 Kempwood Drive       |
|            | Houston, TX 77043          |
| Contact    | Mike Johnson               |
| Department |                            |
| Building   |                            |
| Floor/Room |                            |
| Telephone  | (713) 293-4722             |
| Fax        | (713) 456-2680             |
| Email      | mjohnson@dowley.com        |
| Submitted  | 3/16/2018 02:36:01 PM (CT) |
| Total      | \$0.00                     |

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

Signature mjohnson@dowley.com

Email mjohnson@dowley.com

## Supplier Notes

## 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

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## Bid Messages

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### Bid Attributes

Please review the following and respond where necessary

| # | 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 <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> 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?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 4 | States Served:                      | If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 5 | Company and/or Product Description: | This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Dowley Security Systems is a full-service technology provider specializing in advanced security solutions for critical infrastructure, education, government and commercial markets. Dowley offers a full life cycle approach to technology in order to best support the unique challenges of our customers including design, implementation, monitoring and maintenance of security systems. As a leading provider, we take a holistic approach to security that ensures your core business is protected by integrating such technologies as video surveillance, access control, and advanced detection solutions. Dowley integrations combine these technologies with performance-based solutions such as analytics, key performance indicators, and operational workflow solutions in order to give your business visibility and continuity of your critical operations. |
| 6 | Primary Contact Name                | Primary Contact Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Michael Johnson                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7 | Primary Contact Title               | Primary Contact Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | TX                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|    |                              |                                                                                                  |                      |
|----|------------------------------|--------------------------------------------------------------------------------------------------|----------------------|
| 8  | Primary Contact Email        | Primary Contact Email                                                                            | mjohnson@dowley.com  |
| 9  | Primary Contact Phone        | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477                    | 7132934722           |
| 10 | Primary Contact Fax          | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477                    | 7134562680           |
| 11 | Primary Contact Mobile       | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477                    | 8322472702           |
| 12 | Secondary Contact Name       | Secondary Contact Name                                                                           | Trevor Hays          |
| 13 | Secondary Contact Title      | Secondary Contact Title                                                                          | Account Executive    |
| 14 | Secondary Contact Email      | Secondary Contact Email                                                                          | thays@dowley.com     |
| 15 | Secondary Contact Phone      | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477                    | 7135405282           |
| 16 | Secondary Contact Fax        | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477                    | 7134562680           |
| 17 | Secondary Contact Mobile     | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477                    | 7135405282           |
| 18 | Admin Fee Contact Name       | Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.             | Casey Deshazo        |
| 19 | Admin Fee Contact Email      | Admin Fee Contact Email                                                                          | cdeshazo@dowley.com  |
| 20 | Admin Fee Contact Phone      | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477                    | 8326563547           |
| 21 | Purchase Order Contact Name  | Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. | Mike Johnson         |
| 22 | Purchase Order Contact Email | Purchase Order Contact Email                                                                     | mjohnson@dowley.com  |
| 23 | Purchase Order Contact Phone | Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477                    | 7132934722           |
| 24 | Company Website              | Company Website (Format - www.company.com)                                                       | www.dowley.com       |
| 25 | Federal ID Number:           | Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)        | 205033796            |
| 26 | Primary Address              | Primary Address                                                                                  | 10784 Kempwood Drive |
| 27 | Primary Address City         | Primary Address City                                                                             | Houston              |
| 28 | Primary Address State        | Primary Address State (2 Digit Abbreviation)                                                     | Texas                |
| 29 | Primary Address Zip          | Primary Address Zip                                                                              | 77043                |

|    |                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----|---------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 30 | Search Words:             | <p>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.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p>security, security solutions, video surveillance, access control, intrusion detection, fire alarm, life safety, servers, cameras, card readers, integration, fire inspection, IP camera, server switch, Axis, Arecont, Pelco, OpenEye, HikVision, Milestone, Exacq, Lenel, AMAG, Open Options, AiPhone, Kidde, Bosch, Case Systems, Honeywell, Silent Knight, Razberi, Seneca, Fluidmesh, Comnet, Edwards United Technologies, EST, Preventative Maintenance, Monitoring, Service, perimeter, lens, power supply, security systems,</p> |
| 31 | Yes - No                  | <p>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?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 32 | Yes - No                  | <p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Yes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 33 | Company Residence (City)  | Vendor's principal place of business is in the city of?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Houston                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 34 | Company Residence (State) | Vendor's principal place of business is in the state of?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Texas                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 35 | Felony Conviction Notice: | <p>(Required by the State of Texas) My firm is, as outlined on 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.</p> <p>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.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony."</p> <p>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</p> | (No Response Required)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

termination of the contract."

|    |                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                        |
|----|-----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 36 | Yes - No                                                                                                  | A publicly held corporation; therefore, this reporting requirement is not applicable?                                                                                                                                                                                                                                                                                                                                                                                                                                                               | No                     |
| 37 | Yes - No                                                                                                  | Is owned or operated by individual(s) who has/have been convicted of a felony?                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | No                     |
| 38 | If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony: | Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.                                                                                                                                                                                                                                                                                                                   |                        |
| 39 | Pricing Information:                                                                                      | Pricing information section. (Questions 39 - 43)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | (No Response Required) |
| 40 | Discount Offered                                                                                          | What is the MINIMUM percentage discount off of any item 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%.                                                            | 15%                    |
| 41 | TIPS administration fee                                                                                   | By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.                                                                                         | (No Response Required) |
| 42 | Yes - No                                                                                                  | Vendor agrees to remit to TIPS the required administration fee?<br>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.                                                                                                                                                                                                                                                                                            | Yes                    |
| 43 | Yes - No                                                                                                  | Do you offer additional discounts to TIPS members for large order quantities or large scope of work?                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes                    |
| 44 | Start Time                                                                                                | Average start time after receipt of customer order is ____ working days?                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 5                      |
| 45 | Years Experience                                                                                          | Company years experience in this category?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | 20                     |
| 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.<br>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.<br>(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.

50 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. YES

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.

- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ
- If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686
- No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ
- If yes (above), have you filed a form CIQ as directed here?
- 53 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
- 54 Regulatory Standing
- Regulatory Standing explanation of no answer on previous question.
- 55 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- 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.

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

transaction originated may pursue available remedies, including suspension and / or debarment.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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.

Yes

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.

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.  
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto: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.

Yes

Not a negotiable term. Failure to agree will render your

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

|                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                        |
|---------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 59 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>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.</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                 | (No Response Required) |
| 60 2 CFR PART 200 Contracts                       | <p>Contracts for more than the simplified acquisition threshold 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.</p> <p>Does vendor agree?</p>                                                                                                                                                                                                                                                                                                                                                                                                   | Yes                    |
| 61 2 CFR PART 200 Termination                     | <p>Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)</p> <p>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.</p> <p>Does vendor agree?</p> | Yes                    |

|    |                                             |     |
|----|---------------------------------------------|-----|
| 62 | 2 CFR PART 200 Clean Air Act                | Yes |
| 63 | 2 CFR PART 200 Byrd Anti-Lobbying Amendment | Yes |
| 64 | 2 CFR PART 200 Federal Rule                 | Yes |

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?

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?

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$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?

|    |                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |
|----|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 65 | 2 CFR PART 200 Procurement of Recovered Materials | <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 | Yes |
| 66 | Indemnification                                   | <p>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."</p> <p>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?</p> | Yes |

|             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |              |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 67 Remedies | <p>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.</p> <p>Do you agree to these terms?</p> | Yes, I Agree |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|

68 Remedies Explanation of No Answer

|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |     |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 69 Choice of Law | <p>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.</p> <p>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?</p> | Yes |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 70 Jurisdiction and Service of Process | <p>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.</p> | Yes |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|

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.<br>Do you agree to these terms? | Yes, I Agree |
| 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.<br>Do you agree to these terms?                                                                                          | 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.<br>Do you agree to these terms?                                                        | Yes, I Agree |
| 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.                                                                                                                                                                                                                                                                                                | Yes          |

78 Payment Terms and Funding Out Clause

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

(No Response Required)

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

|                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |             |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p> | <p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p> | <p>None</p> |
| <p>81 Solicitation Deviation/Compliance</p>                                                 | <p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>Yes</p>  |

|    |                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                        |
|----|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 82 | Solicitation Exceptions/Deviations Explanation                     | <p>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.</p> <p>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.</p> <p>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.</p>                                                                                                                                                                                                                                                               |                        |
| 83 | Agreement Deviation/Compliance                                     | Does the vendor agree with the language in the Vendor Agreement?                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Yes                    |
| 84 | Agreement Exceptions/Deviations Explanation                        | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                        |
| 85 | Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 | <p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p> | (No Response Required) |

|                 |  |        |
|-----------------|--|--------|
| Line Items      |  |        |
| Response Total: |  | \$0.00 |

### Dowley Security Systems - Rerences

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        |
|-------------------------------|---------------------|-------------------------------|--------------|
| Cypress-Fairbanks ISD         | Dillon Brady        | Dillon.Brady@cfisd.net        | 281-897-4057 |
| Wharton County Junior College | Chief Danny Teronez | terronezd@wcjc.edu            | 979-532-6465 |
| Willis ISD                    | Tim Harkrider       | tharkrider@willisd.org        | 936-856-1200 |
| Chinquapin Preparatory School | Dr. Laura Henry     | lhenry@chinquapin.org         | 281-426-5551 |
| St. Mark's Episcopal School   | John Giffin         | jgiffin@stmes.org             | 713-667-7030 |
|                               |                     |                               |              |
| Port of Houston Authority     | Michael Ellis       | mellis@poha.com               | 713-670-2407 |
| Kelsey Seybold                | Al Comeaux          | Al.Comeaux@kelsey-seybold.com | 713-442-1154 |
|                               |                     |                               |              |

## Certification Regarding Lobbying

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

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

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

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

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

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

**Dowley Security Systems**

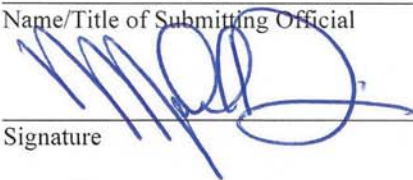
10784 Kempwood Dr. Houston, TX 77043

Name/Address of Organization

**Mark Davis/President & CEO**

Name/Title of Submitting Official

Signature



Date

2-26-18

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."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: MARK DAVIS  
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: \_\_\_\_\_

**OR**

**B.** My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: 

**OR**

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

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.**

**OFFERER:** Dowley Security Systems

(Name of Corporation)

I, Casey DeShazo certify that I am the Secretary of the Corporation

(Name of Corporate Secretary)

named as OFFERER herein above; that

Mark Davis

(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

President & 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 governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

Casey De Shazo  
SIGNATURE

February 28, 2018  
DATE

**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.

**1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

☒ YES or NO ☐

**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.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Dowley Security Systems

Print name of authorized representative Mark Davis

Signature of authorized representative 

Date 2-26-18

**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, MARK DAVIS as an authorized representative of

DOWLEY SECURITY SYSTEMS, INC., a contractor/vendor  
Insert Name of Company

engaged by

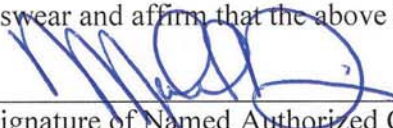
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (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 the above-named Texas governmental entity will be notified in writing 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 be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

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

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

  
Signature of Named Authorized Company Representative

2-26-18  
Date

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN 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 **must** make a **copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include 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.

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name and Title of authorized company officer claiming confidential status of material

\_\_\_\_\_  
City State ZIP Phone Address

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature \_\_\_\_\_ Date \_\_\_\_\_

**If you do not claim any of your proposal to be confidential, complete the section below only.**

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

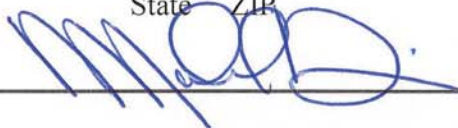
DOWLEY SECURITY SYSTEMS, INC

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

MARK DAVIS

\_\_\_\_\_  
Printed Name and Title of authorized company officer expressly waiving confidential status of material

10784 KEMPWOOD DR., HOUSTON, TX 77043 713-321-8471 Address  
City State ZIP Phone

Signature  Date 2-26-18



# Texas Department of Public Safety *Certificate of Licensure*

The Private Security Board Certifies that:

**DOWLEY SECURITY SYSTEMS, INC.**

**B16570**

*Is Duly Licensed as*

Security Contractor  
Locksmith Company  
Electronic Access Company  
Alarm Company



*Steven C. McCraw*

Director, Department of Public Safety

**EXPIRES: 06/30/2018**

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

August 7<sup>th</sup>, 2017

Dowley Security Systems, Inc.  
4321 W Sam Houston Pkwy N #180  
Houston, TX 77043

To whom it may concern:

I am writing you to advise that Dowley Security Systems, Inc. is an AMAG Certified Reseller in good standing. They have achieved success installing and servicing our equipment.

The Dowley Security Systems, Inc. Team has experience in design, installation and maintenance of AMAG Symmetry Security Management systems. They have been certified through the AMAG certification process and have technical and support staff that have successfully completed our AMAG Training program. Our contractual agreement has afforded them the opportunity to procure our products.

If you require further information, please do not hesitate to contact me at 800-889-9138 x 101 or [greg.diamond@amag.com](mailto:greg.diamond@amag.com).

Best regards,



Greg Diamond  
Manager, Sales Operations

Customer ID: DOW001

Date: 8/8/2017

Ref: Dowley Security Systems, Inc.  
4321 W Sam Houston Parkway N  
Houston, TX 77043

To Whom It May Concern;

Dowley Security Systems, Inc. is a Select integrator for Exacq Technologies, Inc. who is certified to sell, install, and service the Enterprise lines of Exacq Technologies software and hardware products. All Exacq Technologies hardware products sold by this company include a three-year factory warranty.

Regards,

**Joe Ochs** | Inside Sales | Exacq Technologies  
Office: 317-845-5710 | Direct: 317 813 4937  
11955 Exit 5 Parkway | Fishers, IN 46037  
[jochs@tycoint.com](mailto:jochs@tycoint.com) | [www.exacq.com](http://www.exacq.com)



**OPEN OPTIONS®**  
— ACCESS TECHNOLOGY —

# Certificate of Dealership

*This certifies that*

**Dowley Security Systems, Inc.**

*is an Authorized Open Options Distributor*

February 28, 2018

Steve Fisher

CEO

Jonathan Berman

President



August 7, 2017

Re: Dowley  
10784 Kempwood Drive  
Houston, Texas 77043

To Whom It May Concern,

This letter is to confirm that Dowley, located in Houston, Texas is an integrator of Axis Communications Inc. Dowley currently is a Gold partner in good standing and is authorized to sell, install, and service video surveillance related products.

If you have any questions or need further information, please contact me at 1-800-444-2947 option 1 or email me at [glenna.usenia@axis.com](mailto:glenna.usenia@axis.com).

Best Regards,

Glenna Usenia  
Account Executive South Central



***Dowley Security Systems  
Attn: Mike Johnson  
10784 Kempwood Drive  
Houston, TX 77043***

*August 8, 2017*

*Dear Mr. Johnson,*

This letter is provided to notify your office that Dowley Security Systems with corporate headquarters located in Houston, TX is an authorized reseller in good standing for Seneca equipment, accessories, supplies and service. Dowley Security Systems is a member of the Seneca Authorized Partner Program and certified to sell, install and service the complete line of Seneca's security product offering including servers, workstations and storage systems.

***Regards,***

A handwritten signature in black ink that reads "Ron VanTassel".

***Ronald VanTassel  
Market Development Manager  
Seneca Data  
315.579.3987***

# **Gamewell - FCI**

## *Engineered Systems Distributor*

*Dowley Security Systems, Inc  
Houston, TX*

*Is Authorized to sell, install and service the  
Gamewell-FCI™ Product Line*

*Michael Fischer*

---

Michael T. Fischer  
Vice President, Sales



*August 8, 2017  
Valid 1 Year From Date*

# Silent Knight Farenhyt Engineered Systems Distributor

*Dowley Security Systems, Inc  
Houston, TX*

*Is Authorized to sell, install and service the  
Silent Knight Farenhyt™ Product Line*

*Michael Fischer*

---

Michael T. Fischer  
Vice President, Sales



*August 8, 2017*  
*Valid 1 Year From Date*

August 7, 2017

RE: Manufacturer Reseller Authorization Letter

To Whom It May Concern,

Arecont Vision recognizes Dowley Security Systems as an authorized reseller of Arecont Vision's brands and products. This letter authorizes Dowley Security Systems to offer Arecont Vision's products to the agencies and political subdivisions of the State, including institutions of higher education, and will sell such products under the terms and conditions of the TCPN Contract.

We recognize Dowley Security Systems as a reseller in good standing with Arecont Vision and agree to the terms and conditions within the TCPN contract.

Sincerely,



Robert Christensen  
Regional Sales Manager  
Arecont Vision

August 8, 2017

To Whom it May Concern,

Please be advised that **Dowley** at 10784 Kempwood Drive, Houston, TX, 77043 is a ComNet Authorized Dealer/ Installer of ComNet products.

Please feel free to contact our corporate office if any additional information is required.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven M. Carrozzo', with a long horizontal flourish extending to the right.

Steven M. Carrozzo  
Vice President, Sales



**FUTURE FIBRE  
TECHNOLOGIES**

Future Fibre Technologies (US) Inc.  
800 W. El Camino Real, Suite 180  
Mountain View, CA 94040

[info.americas@fftsecurity.com](mailto:info.americas@fftsecurity.com)

[www.fftsecurity.com](http://www.fftsecurity.com)

P +1 877 650 8900

P +1 650 903 2222

August 8, 2017

Michael Johnson  
Vice President Sales  
Dowley Security

Mike,

This letter is to confirm that Dowley Security is an approved integrator of FFT products. We appreciate our partnership with Dowley Security and look forward to our continued relationship.

Best regards,

Erick Reynolds  
Vice President Americas

August 8, 2017

RE: Dowley Security Systems, Inc.

To Whom It May Concern:

Please allow this letter to serve as Hanwha Techwin America's confirmation that Dowley Security Systems, Inc. with an office at 10784 Kempwood Drive, Houston, TX 77007 is a STEP authorized reseller of the Samsung branded professional video security products offered by our company participating at the Gold Level.

Sincerely,



Sandra L Duque  
Sales Operations Manager  
Hanwha Techwin America

THIS CERTIFIES THAT

**Dowley Security Systems, Inc.**

HAS ACHIEVED

**OWS CERTIFICATION**

Comprised of 5 Credit\* Hours of Training

*Completed the 8th of August, 2017*

**OpenEye®**



John Lowry - Sales Engineering Manager

31508AC

\*Based on general industry standards; not accredited with any CE certification program.



To: Dowley Security Systems, Inc.  
10784 Kempwood Drive  
Houston, TX 77043

ATTN: Mike Johnson

August 9, 2017

Dear Mike,

This letter serves to confirm that Dowley Security Systems, Inc., of Houston TX, is fully qualified as a reseller and installer of all NVT Phybridge, Inc. products. NVT Phybridge, Inc. will honor all manufacturer warranties for equipment, supplies, components and parts provided by Dowley Security Systems Inc.

Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brian Echtenkamp", with a long horizontal line extending to the right.

Brian Echtenkamp  
Western Region Sales Manager  
NVT Phybridge, Inc.

# Stay Connected

Award Winning Provider  
of Industry Leading  
Security Solutions



"The Fast50 gives SDI a chance to recognize companies on the cutting edge of technologies and service offerings as the standard by which we all can endeavor to achieve. Many of these companies have gone far beyond the usual way of doing things. They are on the forefront of smart technologies for the home and business; they are leaders in combining IT and security into one, cohesive service offering."

Dowley Security Systems is a full service technology provider specializing in advanced security solutions for critical infrastructure, education, government and commercial markets. Dowley offers a full lifecycle approach to technology in order to best support the unique challenges of our customers including design, implementation, monitoring and maintenance of security systems.

As a leading provider, we take a holistic approach to security that ensures your core business is protected by integrating such technologies as video surveillance, access control, and advanced detection solutions. Dowley integrators combine these technologies with performance-based solutions such as analytics, key performance indicators, and operational workflow solutions in order to give your business visibility and continuity of your critical operations.

Our expertise in designing, engineering and deploying innovative solutions has earned Dowley recognition from prestigious security industry trade magazines and associates. Dowley has been honored with several awards including the 2012 Security Innovation Gold Medal Award, 2012 Top 100 Systems Integrators in the US, and the 2013 Fast50 award naming Dowley as one of America's fastest growing systems integrators.

With Dowley you can be assured that our professionals have the experience, expertise, knowledge and training to identify, address and resolve your security needs.

Headquartered in Houston, Texas Dowley Security Solutions maintains a highly qualified technical staff that specialize in security design, security technology implementation, integration, maintenance and support.

**Corporate Headquarters**  
10784 Kempwood Drive Houston, TX 77043  
Main: 713.721.9732 | Fax: 713.664.6048

Dowley.com

# Advanced Technology To Secure Your Business



Dowley.com

As a full service provider,  
**Dowley** offers a  
comprehensive portfolio  
of security solutions.



### Video Surveillance

Video Surveillance solutions utilizing digital video cameras, remote access and intelligent analytics provide organizations with the ability to protect their clients, employees and assets as well as reduce operating costs. Additional benefits include enhanced investigative capability, expedited emergency response and improved operational efficiency.



### Access Control

Access control solutions determine who, where and when individuals are allowed to enter and exit specific areas within your facility, while also providing the means to manage, monitor and record activity. Access control solutions can be configured to grant access based upon a wide range of specified credentials, therefore replacing traditional mechanical locks and keys.



### Life Safety Detection

Life safety solutions and intrusion detection systems are critical to the ability to communicate quickly and effectively in the event of an alarm in order to ensure the safety of employees, the public, first responders and assets/property. Understanding event details and providing shortened response times are crucial to limiting/containing effects from these events.



### Security Infrastructure

Today's advanced security solutions have matured dramatically and are continually being replaced with Internet Protocol (IP) technology leveraging both premise based and/or cloud based network infrastructures. Building reliable, high-availability secure networks are critical to the performance of your systems and offer significant opportunity to improve security and reduce operating costs.

# First Class Experience

## DOWLEY RELATIONSHIP CYCLE

THE DOWLEY RELATIONSHIP CYCLE IS A WELL-DEFINED PROCESS FOR ENGAGING CLIENTS AND TAILORING OUR SERVICES TO MEET YOUR BUSINESS IMPERATIVES. EQUALLY IMPORTANT IS THE DEFINITION OF KEY PERFORMANCE METRICS AND THE CRITERIA BY WHICH SUCCESS WILL BE MEASURED. THROUGH THIS PROCESS WE ARE ABLE TO DELIVER CONSISTENT HIGH QUALITY SERVICES.

### Analysis & Assessment

The first step in building any successful and effective security solution begins with a detailed analysis and assessment of the current security needs and potential risks. From administrative changes in common policy to automating security workflows with technology, our team will develop a tailored solution based upon your unique environment.

### Definition & Design

The engineering team at Dowley will define requirements and specifications for security solutions based on your business imperatives. From complicated upgrades to large enterprise system deployments or migrations, we are there every step of the way.

### Integration & Validation

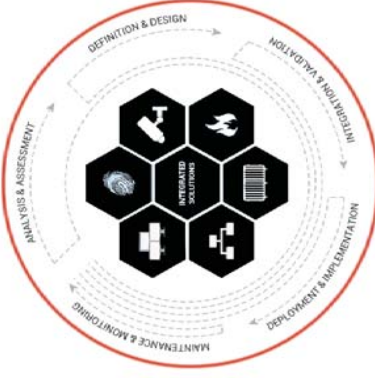
Dowley understands the complexities of technology integration and supply chain management. If a system fails during installation at a critical facility, complications may arise. We mitigate this risk by offering complete integration, configuration and testing of systems prior to deployment.

### Deployment & Implementation

Dowley will be responsible for the complete system deployment and implementation which includes system design, software configuration, supply and installation of equipment, quality control testing, acceptance training, provision of maintenance, and remote diagnostic services for the system.

### Maintenance & Monitoring

Dowley provides a range of post-implementation support services, from contract maintenance to on-call services. Enhance your security visibility further with our Cloud-based video and access control and 7x24x365 system monitoring.



AT DOWLEY WE RECOGNIZE THAT EACH CUSTOMER IS UNIQUE AND NO TWO PROJECTS ARE EXACTLY ALIKE. OUR GOAL IS TO HELP CLIENTS MAINTAIN RELIABILITY OF CRITICAL INFRASTRUCTURE AND PROVIDE MISSION CRITICAL SUSTAINABILITY



Dowley.com



Dowley.com

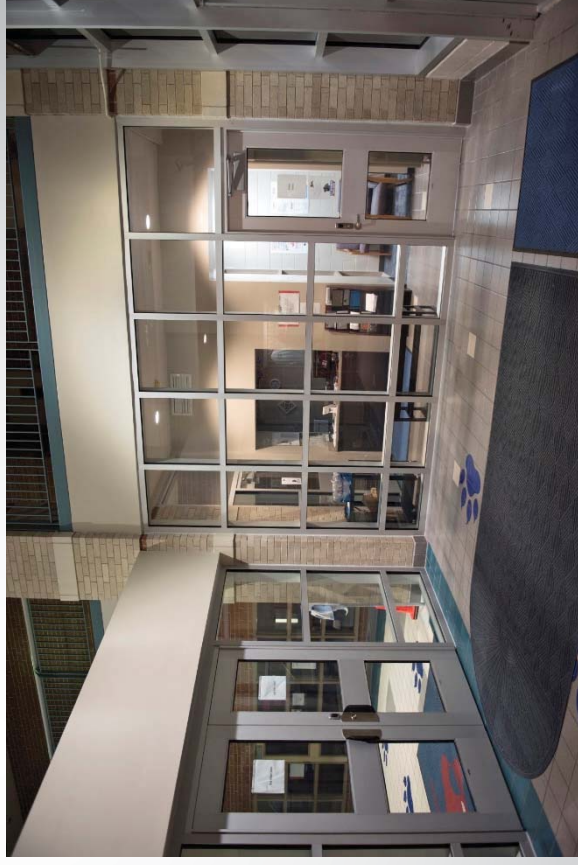
# Secured Vestibules

Need assistance securing your campus? Dowley Security Systems has extensive experience designing and installing these multi-layer secured vestibules complete with buzzer door releases, bullet-resistant glass, IP security cameras, video phones and card reader access points.

Designed to slow down and contain a potential intruder coming into the building, these secure vestibules allow law enforcement sufficient time to engage and get control of the situation that may be at hand.



**Dowley.com**  
**713.721.9732**





Advanced  
Technology  
To **Secure** Your Business

# DOWLEY SUPPORT



Service offerings designed to continuously improve your systems, increase reliability, protect your assets, and reduce costs.

## DOWLEY SECURITY SYSTEMS PROVIDES BEST IN CLASS SERVICE TO ENSURE YOUR SYSTEM IS OPERATING AT THE HIGHEST LEVEL.

Dowley Security Systems is a leading integrator and full-service provider of electronic security solutions. These solutions include Access Control Systems, Video Surveillance Systems, Intrusion Detection Systems, and Life Safety Systems. Dowley tailors its service offerings for customers by focusing on the overall health of the system, reducing downtime, and

providing 24/7 monitoring capabilities. Our preventative maintenance program allows our qualified team to evaluate the overall performance of your system and reduce any potential breakdowns that could disrupt your business. With Dowley, you have the assurance that we will guide you through the entire life cycle of your system.

Our loyal customers hold us in high regard for our commitment to quality and service. We see our role as more than just providing security; we believe in delivering resilience, embracing preparedness, and guaranteeing continuity to make every person and organization more safe and secure.

### DOWLEY SERVICE AGREEMENT BENEFITS:

- 24/7/365 Remote Service and Alarm Management Capabilities
- Quarterly Preventative Maintenance
- System Cleaning and Testing
- Priority Response
- Training & Support
- Increased Savings

Dowley Security Systems, Inc  
10784 Kempwood Drive  
Houston, TX., 77043

Dowley Contact for Service  
Steven Davis  
P: 713-293-4758  
C: 346-217-8138  
[sdavis@dowley.com](mailto:sdavis@dowley.com)



Advanced  
Technology  
To **Secure** Your Business

## Providing quality installations and inspections to protect lives, property and assets

### Life Safety Installations and Solutions

Dowley Security Systems continues to set the industry standard in providing high quality, code compliant fire and life safety solutions. Utilizing a professional staff of skilled engineers, as well as highly trained and licensed installation teams, Dowley provides enhanced solutions beginning with the design phase, continuing through project installation and followed up with complete system life cycle service and maintenance.

Let our experienced team of experts provide you with a system designed to ensure the protection of your facility, company assets and personnel in the event of a fire emergency for years to come.

### Industry Leading Life Safety Solutions

Dowley is proud to be partnered with the industry's strongest and most well known Life Safety equipment providers. Our commitment to being the industry's best system and service provider has lead us to work with only the best product lines, insuring the highest level of quality and solutions tailored to specific client requirements.



STRATEGIC PARTNER



Dowley Security Systems, Inc.  
Corporate Headquarters  
10784 Kempwood Drive  
Houston, Texas 77043

Rated #1  
In  
Texas



Phone: 713.721.9732  
Fax: 713.456.2680

Texas Security License No. B16570  
Texas Fire License No. ACR-3478

[DOWLEY.COM](http://DOWLEY.COM)

# OUR PARTNERS

## DOWLEY PARTNERSHIPS

Dowley is dedicated to bringing added value and state-of-the-art solutions to our customers through our strategic and long-term relationships with the industry's leading manufacturers.



Advanced  
Technology  
To **Secure** Your Business

## Solution Partners

Ranked  
#1  
In Texas



|                         |                  |                                                                            |                                                                                                                                                          |
|-------------------------|------------------|----------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| VIDEO SURVEILLANCE      | VIDEO MANAGEMENT | milestone<br>The open platform company<br>OpenEye                          | exacq<br>Technologies<br>LENEL                                                                                                                           |
|                         | VIDEO HARDWARE   | AXIS<br>COMMUNICATIONS<br>SOLUTION GOLD PARTNER<br>PELCO<br>Arecont Vision | OpenEye<br>HIKVISION                                                                                                                                     |
| ACCESS CONTROL          |                  | AMAG<br>TECHNOLOGY<br>LENEL                                                | OPEN OPTIONS<br>ACCESS TECHNOLOGY<br>AIPHONE                                                                                                             |
| LIFE SAFETY & DETECTION |                  | Kidde<br>BOSCH                                                             | CASE<br>SYSTEMS, INC.<br>Gamewell<br>by Honeywell<br>SILENT KNIGHT<br>by Honeywell<br>Farenhyt<br>Authorized Distributor<br>EDWARDS<br>STRATEGIC PARTNER |
| SECURITY INFRASTRUCTURE |                  | razberi<br>technologies<br>Seneca<br>An Arrow Company                      | FLUIDMESH<br>NETWORKS<br>comnet<br>Communication Networks                                                                                                |

# OUR EXPERTS

## DOWLEY TEAM

Dowley maintains a highly qualified technical staff that specializes in security consulting, systems design, critical infrastructure, security systems installation, integration, maintenance and support.

Our dedicated and specially trained employees have the training, knowledge and expertise they need to implement your security application, while our strategic partnerships with industry leaders bring added value and customer insight

## PROFESSIONAL STAFF

### MARK DAVIS

**President and Chief Executive Officer**

#### EXPERIENCE:

30 Years

#### Education:

Undergraduate Studies  
University of Houston, Houston, TX

### ROB LARSEN

**Director of Engineering**

#### EXPERIENCE:

15 Years

#### GOVERNMENT CREDENTIALS:

Transportation Workers  
Identification Credential (TWIC)  
DHS Chemical-Terrorism  
Vulnerability Information  
Authorized User

#### TRAINING & CERTIFICATIONS:

IP Video Systems  
Access Control  
Physical Security  
ACP  
PSNA  
DHS Incident Command 100, 200,  
700, 703, 704, 800  
City of Houston High-Rise Fire  
Warden  
State of Texas Firefighter M2, EMR

#### REGISTRATION:

Texas Commission on Private  
Security

Mark Davis currently holds the position of President and Chief Executive Officer for Dowley Security Systems, Inc. Prior to joining Dowley, Mark was the Chief Operating Officer for NetVersant Solutions, a national provider of Information Technology Integration services. A recognized Executive in the communications industry, Mark began his career in 1981 with the Williams Companies, where he was employed for 23 years. At Williams, Mark held the position of Vice President of North American Sales and was an Officer/Director of Williams Communications Group. Throughout his career, Mark has served in a number of advisory capacities related to the communications industry, most recently serving on the Advisory Board of the Erik Jonsson School of Engineering and Computer Science at the University of Texas at Dallas.

Rob Larsen is a seasoned professional in the electronic security industry, with broad experience in physical security needs analysis, solution development, and systems assessment. He has provided solutions engineering and technical expertise for organizations such as Harris Health (Harris County Hospital District), Texas Children's Hospital, City of College Station Utilities, UTMB, and Walker County.

Rob holds primary responsibility for technical assessment, advisement, and design of Dowley's electronic security solutions, from initial concept through deployment and project close-out.

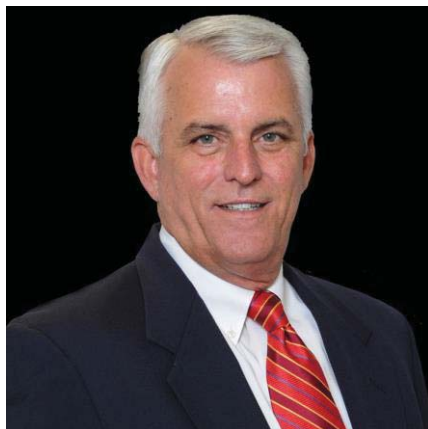
Rob holds a Bachelor of Business Administration from Sam Houston State University and attended South Texas College of Law.

# EXECUTIVE TEAM



**Casey Deshazo**  
Controller

Casey is a highly experienced and detail oriented finance professional responsible for all finance and accounting functions within Dowley. Casey joined Dowley in February of 2016, most recently from five (5) years at Convergent Technologies where she held the position of Operations Finance Manager.



**Mark Davis**  
President & Chief Executive Officer

Mr. Davis joined Dowley as their President & CEO in October of 2014. An effective leader with over 20 years' experience in the technology industry, Davis has lead the transformation of Dowley into a high performing and client focused team positioned for continued aggressive growth and long-term success.



**Mike Johnson**  
Vice President of Sales

Mr. Johnson has over 20 years of direct sales and sales leadership experience in the security industry. A seasoned veteran, Mike is focused on the development of Dowley's sales team and leading their efforts towards achieving Dowley's aggressive revenue growth targets.



**Rob Larsen**  
Director of Engineering

Mr. Larsen is responsible for technical assessment and solution design of electronic security systems. Rob oversees system design and technical documentation from pre-sales concept phase to project close-out. With 15 years' experience in the electronic security industry, he has provided services and technical expertise in needs analysis and solution development to customers in Healthcare, Petro-Chem, Government, and High-Rise and Commercial lease space.



**Mike Peavey**  
Director of Operations

Mike, a 14-year industry veteran, joined Dowley in 2017. Through increasing roles of responsibility with Argyle Security, Tech Systems, and Climatec, Mike has gained extensive experience in driving operational efficiencies and high levels of customer satisfaction. A skilled leader, Mike is responsible for the overall management of Dowley's operations team.

# PROJECT **PORTFOLIO**

## **Project References:**

### **CLIENT: Cypress-Fairbanks ISD | Houston, TX**

*As the preferred physical security provider for Cypress-Fairbanks ISD, Dowley Security Systems has been awarded numerous contracts throughout the District over the past four (4) years. Installation of access control, video surveillance & intrusion systems in multiple newly constructed schools, existing school renovations and numerous special projects, a couple of which are highlighted below:*

*SERVICES: Access Control, Electronic Door Hardware & Video Intercom systems*

Dowley Security Systems was awarded a contract to secure 400+ doors across 90 facilities with access control at the 3rd largest school district in TX, CFISD. The project also included the addition of Electrified Strikes, Electrified Panic Hardware, Proximity Readers & expansion of CFISD's existing AMAG Enterprise Access Control system. The contract also included the addition of 55+ Aiphone Video Intercom door stations.

*SERVICES: District-Wide Conversion of Analog Video to IP Video Surveillance systems*

Dowley Security Systems was awarded a contract from Cypress-Fairbanks ISD to upgrade 4000+ analog cameras to new IP megapixel cameras across 90+ Cypress-Fairbanks facilities district-wide. The newly deployed cameras will be added to CFISD's existing Exacq Enterprise video surveillance system.

### **CLIENT: Kelsey-Seybold Clinic | The Woodlands, Katy, Missouri City & Houston, TX**

*SERVICES: Access Control, Video Surveillance Systems & Door Hardware Integration*

As the preferred physical security provider for Kelsey-Seybold Clinics, Dowley Security Systems has been awarded contracts to install IP Video Surveillance, Access Control & Electronic Door Hardware at the following new Kelsey-Seybold Clinics: The Woodlands, Katy & Sienna Plantation. Dowley was also awarded the Renovation of Kelsey-Seybold Main Campus; the combined projects included the installation of (113) Access Control Doors & (72) IP Cameras.

### **CLIENT: Port of Houston Authority | Houston, TX**

*SERVICES: Video Management, Situation Awareness, Biometric Access Control, Intercom systems*

Dowley is the lead security integrator for numerous projects that included strategically designing, planning, implementing, integrating and upgrading their video management, situation awareness, biometric access control and intercom systems for the Port of Houston Authority (POHA) and several remote locations. The security solutions provide a secure infrastructure and are designed to withstand any catastrophic event. Dowley also worked with the POHA to secure Department of Homeland Security Federal Emergency Management Agency (FEMA) grant funding for these projects.

**CLIENT: Goodyear Tire & Rubber Company | Houston & Beaumont, TX**

*SERVICES: Dowley Security Systems is under a multi-year contract to provide preventative maintenance services for the video surveillance systems at Goodyear's three (3) Chemical Plants located in Houston, Bayport and Pasadena, Texas. In addition, in 2017 Dowley provided a complete video surveillance system replacement at Goodyear's Pasadena, Texas location which was devastated by Hurricane Harvey.*

**CLIENT: LEVCOR | Houston, TX**

*SERVICES: Levcor, founded in 1980, is one of Houston's leading development, leasing and management companies. In early 2018 Dowley completed installation of a new video surveillance systems for one of Levcor's premier Houston retail properties – Post Oak Plaza. Further, Dowley is under contract to maintain the system for four (4) years.*

## WCJC moves forward with project to upgrade security features

Staff report Published 11:51 am, Tuesday, December 5, 2017



Wharton County Junior College Public Safety Corporal Steven Fojtik uses a new "prox" card to access Mullins Hall on the Wharton campus. The upgraded door locks are part of a comprehensive plan to improve the safety and security of WCJC's campuses.

**WHARTON** - New door locks are nearly complete. Next up are video cameras. A project to upgrade the security of Wharton County Junior College's Wharton, Richmond and Bay City campuses is now in full swing.

"These improvements will make the campuses a lot more secure," said WCJC Security and Public Safety Director Danny Terronez.

Crews from Houston-based Dowley Security Systems – the contractor for the \$1.3 million project – have already completed infrastructure for the new locks and recently began installing the hardware. Frankie Hall and Mullins Hall – two residential halls on the Wharton campus – are now operational, with plans to bring additional buildings on-line over the next few weeks.

The upgrades allow faculty, staff and students to enter campus facilities via a proximity – or "prox" – card that automatically unlocks doors through a quick "scan" rather than having to slide a card through an electronic reader, which was how the previous system worked. Not only does that make entry points more user-friendly, it further creates an entirely new system of control for Terronez, campus security staff and college administration.

Building entry points can now be set to automatically lock or unlock according to a preset timetable. That negates the need for security or maintenance personnel to have to personally open or close every building door before or after classes.

The system further enables college officials to "lock down" the entire campus from a remote location. That's critical in the case of an emergency. In the case of a power outage, the buildings lock down automatically and must be unlocked through a key override system, though anyone left inside during such an incident will still be able to get out through an emergency exit.

The new locking system is just one of several features WCJC is implementing to boost security and create a safer learning and work environment. Several components – including classroom door locks, an emergency radio system and personal safes in residence halls – were completed over the past few semesters. Additional changes will include the installation of security cameras at building entry points and in parking areas, a new Public Address system and interior electronic signage.

The Wharton, Bay City and Richmond campuses will all benefit from the upgrades. The college's Sugar Land campus falls under University of Houston security policies and is not included in the project.