

# VENDOR CONTRACT

Between Guardian Security Solutions and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

PROFESSIONAL SERVICES

CONTRACT NUMBER 3042816

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, 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.

The following pages will constitute the contract 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 contract.

The Vendor Contract ("Contract") 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 VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract 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.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. 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.)

### Contracts

**All contracts 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.

**Contracts 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.

### **Assignments of contracts**

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

### **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 contract.
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 participants 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 contract.

### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days 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 Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant 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 participant.

### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## **Pricing**

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. 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 to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

## **Participation Fees**

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract 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 contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, 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, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, 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 for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% 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 contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

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

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto: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 Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract 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 contract. TIPS reserves the right to stop



work and/or cancel contract 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 contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual 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 contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

**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 contract by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract 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.

**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 RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting 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. 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. In the event of an audit, the requested materials shall be 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.



## **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

## **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 okay if the TIPS member provides 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 PO with the estimate referenced as an attachment along with 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 contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

## **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 contract 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 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.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor 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.

- **Contracts:** All vendor purchase orders 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 Contract:** 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 contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation:** All contract 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.

Check one of the following responses to the General Terms and Special Terms and Conditions:



We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:



This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	(903) 575-2608			Department Building
Fax	(866) 929-4402			
Bid Number	3042816	Department Building		Floor/Room
Title	Professional Services			Telephone
Bid Type	RFP			Fax
Issue Date	2/1/2016 08:01:01 AM (CT)	Floor/Room		Email
Close Date	3/11/2016 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company Guardian Security Solutions, LC  
Address 3214 122nd  
  
Lubbock, TX 79423  
Contact Becky Dunn  
Department  
Building  
Floor/Room  
Telephone 1 (806) 794-7767 12  
Fax 1 (806) 794-7789  
Email bdunn@myshield.org  
Submitted 2/23/2016 11:43:15 AM (CT)  
Total \$0.00

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

Signature Becky Dunn

Email bdunn@myshield.org

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages



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	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Texas, Oklahoma, New Mexico
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.)	Guardian Security Solutions provides security systems with indepth design solutions to fit each customer's need in Texas, Oklahoma, and New Mexico. These systems include video surveillance, access control,panic alarm, design, installation, and service. Business Type Retail Trade
6	Primary Contact Name	Primary Contact Name	Becky Dunn
7	Primary Contact Title	Primary Contact Title	CFO
8	Primary Contact Email	Primary Contact Email	bdunn@myshield.org
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8067947767
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8067947789
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8067860688
12	Secondary Contact Name	Secondary Contact Name	Ray Dunn
13	Secondary Contact Title	Secondary Contact Title	CEO
14	Secondary Contact Email	Secondary Contact Email	rdunn@myshield.org
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8067947767
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8067947789
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8065440343
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Becky Dunn
19	Admin Fee Contact Email	Admin Fee Contact Email	bdunn@myshield.org
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8067947767
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Becky Dunn

22	Purchase Order Contact Email	Purchase Order Contact Email	bdunn@myshield.org
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8067947767
24	Company Website	Company Website (Format - www.company.com)	www.myshield.org
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2918826
26	Primary Address	Primary Address	3214 122nd Street
27	Primary Address City	Primary Address City	Lubbock
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	79423
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	School security, school security systems, school security cameras, school security equipment, school intercom system, school bell system, security camera system, digital wireless DVR security system, security system DVR, 16 camera security system, wireless security cameras, IP security cameras, CCTV security cameras, best security cameras, outdoor wireless security cameras, digital security cameras, security video cameras, PTZ security cameras, dome security cameras, my shield, Guardian shield of protection, security system integration, laser shooting system, judgmental training, active shooter training, indoor target training, simulated target practice, scenario training, active shooter scenarios, judgmental enhancement training, laser shooting practice, shoot guns without ammo, indoor laser shooting range
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Lubbock
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)

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? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
43	Start Time	Average start time after receipt of customer order is ____ working days?	15
44	Years Experience	Company years experience in this category?	25
45	Resellers:	Does the vendor have resellers that it will name under this contract? (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
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract



Line Items		
Response Total:		\$0.00

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

If the TIPS member 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?**

(Check one)

☐ YES or ☒ NO

**2. If yes, do you agree to comply with the following federal requirements? (Check 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 Guardian Security Solutions

Name of authorized representative Becky Dunn

Signature of authorized representative Becky Dunn

Date 2/23/14



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### SUSPENSION OR DEBARMENT CERTIFICATE

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: Guardian Security Solutions

Vendor Address: 3214 122nd

Vendor E-mail Address: bdunn@myshield.org

Vendor Telephone: 806 794 7767

Authorized Company Official's Name: Becky Dunn

Signature of Company Official: Becky Dunn

Date: 2/23/16

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Guardian Security Solutions

Mailing Address: 3214 122nd

City: Lubbock

State: Tx

Zip: 79423

Telephone Number: 806-794-7767

Fax Number: 806-794-7789

Email Address: bdunn@myshield.org

Authorized Signature: Becky Dunn

Printed Name: Becky Dunn

Position: CFO

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McMatt

TIPS Authorized Signature

David Wayne Fitts

Approved by Region VIII ESC

4-28-2016

Date

4-28-2016

Date



	A	B	C	D
1	Guardian Security Solutions	References		
2				
3	Entity Name	City and State	Contact Name and Title	Phone
4	Abilene Christian University	Abilene, TX	Jimmy Ellison, Chief & Officer Chad Bristow	325-674-2305
5	Amarillo PD	Amarillo, TX	Detective Erick Bohannon	806-378-4262
6	Bailey County	Muleshoe, TX	Sheriff Richard Wills	806-272-4268
7	Beeville ISD	Beeville, TX	Erasmio Rodriguez, Assistant Superintendent	361-358-7111
8	Blackwell ISD	Blackwell, TX	Abe Gott, Superintendent	325-282-2311
9	Childress ISD	Childress, TX	Rick Teran	940-937-2501
10	City of Littlefield	Littlefield, TX	Michael Williamson	806-385-5161
11	City of Lubbock PD	Lubbock, TX	Sergeant Woodard	806-775-2870
12	Ector County	Odessa, TX	Captain Gary Fields	432-335-3050
13	Ector County Juvenile	Odessa, TX	Lou Serrano, Director of Juvenile Services	432-362-6356
14	Greenlawn Church of Christ	Lubbock, TX	Mike Hill, Facility Manager	806-795-4466
15	Gray County Courthouse	Pampa, TX	Judge Richard Peet	806-669-8007
16	Hartley County	Channing, TX	Judge Ronnie Gordon	806-235-3442
17	Highland Park ISD	Amarillo, TX	David Sirmon, Chief of Police	806-322-3751
18	Highland Park ISD	Amarillo, TX	Buddy Freeman, Superintendent. Formerly Quanah	806-335-2823
19	Hill County	Hillsboro, TX	Judge Justin Lewis	254-582-4020
20	Howard County Jr. College	Big Spring, TX	Jason Mims, Purchasing Agent	432-264-5008
21	Kerr County	Kerrville, TX	Sheriff Rusty Heirholzer	830-896-1216
22	Lubbock Power & Light	Lubbock, TX	Felix Orta, Purchasing Agent	806-775-2170
23	McCullough County	Brady, TX	County Judge Danny Neal	325-597-0733
24	Midland ISD	Midland, TX	Vaughny Taylor, Admin.Supervisor	432-689-1512
25	Midland Municipal Garage	Midland, TX	Dennis Yates, Garage Manager	432-685-7451
26	Moore County	Dumas, TX	Judge J.D. Rhoades	806-935-5588
27	Pawnee County, OK	Pawnee, OK	Sheriff Roger Price	918-762-2565
28	Quanah ISD	Quanah, TX	Ryan Turner, Superintendent	940-663-2171
29	Rankin ISD	Rankin, TX	Danny Davis , Superintendent	432-693-2461
30	Snyder ISD	Snyder, TX	Bebos Martinez	325-728-0503
31	Stephens County, OK	Duncan, OK	Sheriff Wayne McKinney	580-255-3131
32	Taylor County	Abilene, TX	Ricky Bishop, Sheriff	325-674-1333
33	Wilbarger County	Vernon, TX	Sheriff Larry Lee	940-552-6205



## ***Guardian Security Solutions, L.C.***

Ray Dunn  
Chief Executive Officer  
P.O. Box 53874 79453  
3214 122nd 79423  
Lubbock, Texas

Telephone 1-800-658-2054 Ext. 16  
Local 1-806-794-7767 Ext. 16  
Fax 1-800-687-2774

### **Warranty Information**

Guardian Security Solutions provides a one year labor and materials warranty. All equipment installed will be covered under this agreement. We do not cover vandalism, power surges, lint or dirt in DVRs and the results of lint or dirt, or an act of God as a result of storms.

Additional coverage is available upon request by customer. Extended warranty does cover normal wear and tear or equipment failure. If equipment fails due to use or age, Guardian will repair or replace with like equipment based on Guardian's judgment.

### **Percentages of Total Invoice Charged for Extended Warranty**

1<sup>st</sup> Year of Coverage – 8%

2<sup>nd</sup> Year of Coverage – 10%

3<sup>rd</sup> Year of Coverage – 13%

4<sup>th</sup> Year of Coverage – 16%

5+ Years of Coverage – 20%





**GUARDIAN**  
Security Solutions, LC

## Guardian Security Solutions

3214 122<sup>nd</sup> Lubbock, TX 79423

1-800-658-2054

[www.myshield.org](http://www.myshield.org)

Welcome to Guardian Security Solutions – an industry leader in state-of-the-art security equipment, surveillance systems, and consulting services since 1991. We serve a broad base of clients throughout Texas, Oklahoma, and New Mexico.

Our clients include government buildings, county courthouses (including historical courthouses), jails, detention centers, colleges, universities, public schools, churches, parks, athletic fields, and commercial businesses.

Guardian Security Solutions is committed to providing our customers with innovative, high quality products and services. We offer cutting edge technology and fully integrated security solutions to protect your employees, school staff, children, property and assets.

### Corporate Directory

Ray Dunn, Chief Executive Officer - [rdunn@myshield.org](mailto:rdunn@myshield.org)

Becky Dunn, Chief Financial Officer - [bdunn@myshield.org](mailto:bdunn@myshield.org)

Joe Dunn, Chief Operations Officer - [jdunn@myshield.org](mailto:jdunn@myshield.org)

Cliff Miller, Chief Projects Officer - [cmiller@myshield.org](mailto:cmiller@myshield.org)

Steve McBride, Chief Technology Officer - [smcbride@myshield.org](mailto:smcbride@myshield.org)

John Greeson, Sales Manager - [jgreeson@myshield.org](mailto:jgreeson@myshield.org)

Angie Gentry, Office Manager, [agentry@myshield.org](mailto:agentry@myshield.org)

### Company Strategy

**Purpose:** To be a leader in the Security Industry providing quality technology and products and excellence in service and customer support.

**Vision:** To exceed the expectations of our customers with exceptional installation of security equipment, quick customer service and the most current technology available.

**Mission Statement:** To build long term relationships with Judges & Commissioners, School Administration & Technology Directors, Sheriffs, Chief Deputies, and Jail Administrators, Architects, Contractors and Business Owners. We also strive to provide top quality security equipment within the character of the Historical Commission preserving our protected historic facilities.

**Core Values:** We believe in treating our customers with respect and courtesy, and our employees as family.

**Goals:** To build a stellar reputation as a quality security expert to Schools, Universities, Counties, Cities, Jails and Commercial Businesses.



## **Company News**

Guardian Security is expanding our corporate headquarters including a classroom for Judgmental Training and Concealed Handgun License classes. This classroom is designed both for demonstration and training; for customers and our own staff, to stay on top of changing technology. We now have a private trainer with military experience for all trainings.

In 2016 Guardian will be 25 years old! We are honored to serve our customers for 25 years and 25 more to come!

## **Industry Information**

There is an overwhelming need to set up and expand security especially in government facilities and our schools. It is a sad part of our culture that this need exists, but one that Guardian has fully embraced and is dedicated to providing a fully integrated security solution to all our customers.

Guardian Security Solutions, LC, is committed to providing our customers with innovative, high-quality products and services. We strive to bring the benefits of digital technology to everyone we do business with and are constantly researching new products and advances in technology that will improve our customer's security.

Guardian frequently gets brought on board in the construction and planning stage for new facilities. We work with architects and engineers to provide complete solutions for new construction and integrate existing security equipment.

## **Products and Services**

### **Products**

- Cameras (IP, HD, and Analog)
- DVR's & NVR's (custom built for each customer)
- Access Control (including Single Point of Entry)
- Security Film for glass doors and windows
- Panic Systems
- Intercom / Bell Systems
- Touch-Screen Jail Controls
- Video Visitation
- Metal Detectors



## **Services**

- Judgmental Training
- Security Evaluations
- Concealed Handgun License classes
- Extended warranty
- Remote Access for immediate customer service
- Customer training on all products installed

## **Look For Us At the Following Professional Conferences**

TX Association of School Administrators - TASA

TX Association of School Boards - TASB

TX Sheriff's Association

TX Jail Association

TX Association of Community Schools - TACS

West Texas County Judges & Commissioners

South TX County Judges & Commissioners

North and East TX County Judges & Commissioners

TX Chief Deputies

Jail Management

Texas Public Purchasing Association

## **Past to Present**

Our family business began with electronic home arrest and alcohol interlock devices. We have been in business since 1991 and incorporated since 2001. Our business evolved into the security area as a result of the contacts we made. Our customers needed security products such as metal detectors and cameras, so we've been in the security business ever since.

We have a talented staff of field technicians who handle custom installations from beginning to end. They also provide thorough training for the customer in the operation of the equipment at installation time. We make service calls in case of any problems and whenever possible, we make use of software to remotely solve issues at our customer's location. Our technicians can log into a customer's system from an off-site location to quickly and efficiently identify problems and resolve immediately or set up for service.

Guardian Security Solutions – a family owned company dedicated to provide advanced technology in fully integrated security systems. We would love to provide you with **Your Shield of protection!**





**GUARDIAN**  
Security Solutions, LC



IP • HD • ANALOG CAMERAS



Video Visitation



BELL • INTERCOM



ACCESS CONTROL



Metal Detectors



TOUCH-SCREEN  
JAIL CONTROLS



DVR / NVR / CONTROL CENTER



PANIC SYSTEM



**[www.myshield.org](http://www.myshield.org)**  
**800-658-2054**

Contact us for a free on-site security evaluation and demonstration  
TX Lic# B11916 | OK Lic# 1235







# Texas Department of Public Safety

## *Certificate of Licensure*



The Private Security Board certifies that:

**GUARDIAN SECURITY SOLUTIONS, L.C.**

**B11916**

*Is Duly Licensed as*

Security Contractor  
Alarm Systems Company  
Electronic Access Company

*Steven C. McCraw*  
Director, Texas Department of Public Safety

**EXPIRES: 6/30/2016**

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



# Oklahoma Department of Labor



## Commissioner of Labor

**GUARDIAN SECURITY SOLUTIONS LC**  
**PO Box 53874**  
**LUBBOCK TX, 79453**

Re: Alarm & Locksmith License # AC1235

Attached below is your license to practice as a Licensed Alarm & Locksmith Industry Company. To maintain this license, the company listed above shall at all times employ a manager properly licensed in the State of Oklahoma.

This license is issued pursuant to the provisions of the rules and regulations adopted by the Oklahoma Department of Labor and Oklahoma Statutes. It is issued only for the premise named above and is not transferable or assignable. Notice: Any changes or terminations related to qualifications or status of the company, manager, individuals employed there under, or license shall be submitted in writing to the Oklahoma State Department of Labor, Alarm Division, 3017 N Stiles, Ste 100, Oklahoma City, OK 73105, within fourteen (14) days of the date of change or termination. Failure to provide this information could result in penalties. This license shall be forced throughout the State of Oklahoma, unless revoked for cause authorized by law.

Respectfully,

James Buck  
Safety Standards and Licensing Director

### LICENSE / REGISTRATION

Licensed Alarm & Locksmith Company

This License Must Be Posted In A Conspicuous Place And Is Not Transferable

DATE ISSUED: 08/12/2015  
EXPIRATION DATE: 07/31/2016

COMPANY LICENSE NUMBER: **AC1235**

MARK COSTELLO, COMMISSIONER

**GUARDIAN SECURITY SOLUTIONS LC**  
**PO Box 53874**  
**LUBBOCK TX, 79453**



STATE OF OKLAHOMA  
**DEPARTMENT OF LABOR**  
3017 North Stiles, Suite 100  
Oklahoma City, OK 73105  
(405) 521-6100  
Fax (405) 521-6025