## **VENDOR CONTRACT**

Between		and
	(Company Name)	•

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

SCHOOL BUS SURVEILLANCE

CONTRACT NUMBER 2102215

## **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.
- 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 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:

o 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.

- 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.
- <u>Promotion of Contract</u>: It is agreed that Vendor will encourage all eligible entities to
  purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor
  and not through TIPS 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.
- <u>Daily Order Confirmation</u>: 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.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
- <u>Back Ordered Products</u>: 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.

Cł	neck	one of the following responses to the <u>General Terms</u> and <u>Special Terms and Conditions</u> :
(	)	We take no exceptions/deviations to the <b>general</b> and/or <b>special terms and conditions</b> .
(N	lote:	If none are listed below, it is understood that no exceptions/deviations are taken.)
(	)	We take the following exceptions/deviations to the <b>general</b> and/or <b>special terms and conditions</b> . 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:

Exceptions:			

# **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:	Dunk Fire & Security	
, ,	3446 Wagon Wheel Road	
Mailing Address:	Springdale	
City:		
State:	Arkansas	
	72762	
Zip:	1-479-750-1833	
Telephone Number:	4.470.700.4.400	
Fax Number:	1-479-750-1465	
Email Address:	kdunk@dunkfire.com	
Authorized Signature:	Ken Dunk	
Printed Name:	President	
honor the participation	ital TERM of one year with the option of to in fee for any sales made based on the TIPS	contract. Failure to pay the fee will
be grounds for terminate	ation of contract and will affect the award	of future contracts.
Blen	de McNact	10-22-15
TIPS Authorized Signat	ure	Date
Dav	id Nayne Fitts	10-22-15
Approved by Region V		Date

## The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator  Email Phone Fax  Bid Number Title Bid Type Issue Date Close Date Need by Date	Mr. David Mabe National Coordinator david.mabe@tips-usa.com +1 (903) 243-4759 +1 (866) 749-6674 2102215 School Bus Surveillance RFP 08/03/2015 9/11/2015 3:00:00 PM CT	Address  Contact  Department Building  Floor/Room Telephone Fax Email		Address  Contact  Department Building  Floor/Room Telephone Fax Email	
Supplier Inforn	nation				
Company Address	Dunk Fire & Security, Inc. 3446 Wagon Wheel Road				
Contact Department Building	Springdale, AR 72762 Shannon Overton Systems Sales/Marketing				
Floor/Room Telephone Fax Email Submitted Total	1 (479) 750-1833 1 (479) 750-1465 shannon.overton@dunkfire.com 9/11/2015 2:14:06 PM CT \$0.00				
Signature Sha	annon Overton		Email shar	non.overton@dunkfire.com	
Supplier Notes	3				
Bid Notes					
Bid Activities					
Bid Messages					

Date	Subject	Message
08/13/15	Pre-Bid Webinar	** The webinar is being recorded for those that have scheduling conflicts. Please contact TIPS at tips@tips-usa.com for a link to the recorded session.
		Monday, August 17, 2015, 10:00 AM (CST)
		Please join my meeting.     https://global.gotomeeting.com/join/604337077
		2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.
		Dial +1 (872) 240-3412 Access Code: 604-337-077 Audio PIN: Shown after joining the meeting
		Meeting ID: 604-337-077

#	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)	AR, MO, OK
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.)	Fire Sprinkler Systems, Fire Alarm Systems, IP-Based Mega Pixel Camera Systems, Access Control, Intercom Systems, Nurse Call Systems, Fiber Optic Installations, Mass Notification, Fire Hydrant/Backflow Prevention, Monitoring, Inspections, Fire Extinguishers
6	Primary Contact Name	Primary Contact Name	Westly Graham
7	Primary Contact Title	Primary Contact Title	Security Department Project Manager & Sales
8	Primary Contact Email	Primary Contact Email	wgraham@dunkfire.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4797501833
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4797501465
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	4795026193
12	Secondary Contact Name	Secondary Contact Name	Jason Dunk

13	Secondary Contact Title	Secondary Contact Title	Security Department Manager
14	Secondary Contact Email	Secondary Contact Email	jdunk@dunkfire.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4797501833
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4797501465
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	4798713865
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kathleen Martin
19	Admin Fee Contact Email	Admin Fee Contact Email	kmartin@dunkfire.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4797501833
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Westly Graham
22	Purchase Order Contact Email	Purchase Order Contact Email	wgraham@dunkfire.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4795026193
24	Company Website	Company Website (Format - www.company.com)	www.dunkfire.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-2744247
26	Primary Address	Primary Address	3446 Wagon Wheel Road
27	Primary Address City	Primary Address City	Springdale
21	1 finary Address Oity	Timary Address Sky	Opinigadio
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
	•	•	
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
28 29	Primary Address State Primary Address Zip	Primary Address State (2 Digit Abbreviation)  Primary Address Zip  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:	AR 72762 Cameras, Surveillance, Security, Intrusion, IP Megapixel, Digital, and
28 29 30	Primary Address State  Primary Address Zip  Search Words:	Primary Address State (2 Digit Abbreviation)  Primary Address Zip  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.)  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"	AR 72762 Cameras, Surveillance, Security, Intrusion, IP Megapixel, Digital, and Access Control
28 29 30	Primary Address State Primary Address Zip Search Words:  Yes - No	Primary Address State (2 Digit Abbreviation)  Primary Address Zip  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.)  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.)  Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident	AR 72762  Cameras, Surveillance, Security, Intrusion, IP Megapixel, Digital, and Access Control

	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
41	Yes - No	·	Yes
		fee?  Additional discounts to TIPS members for bulk quantities	
42	Yes - No	fee?  Additional discounts to TIPS members for bulk quantities or scope of work?  Average start time after receipt of customer order is	Yes
42	Yes - No Start Time	fee?  Additional discounts to TIPS members for bulk quantities or scope of work?  Average start time after receipt of customer order is working days?	Yes 10 10

Line Items		
	Response Total:	\$0.00

## References

## \*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.

Organization	City	State	Contact Name	Contact Phone
Bentonville Public Schools	Bentonville	Arkansas	Paul Wallace	(479) 254-5085
N.W. AR. Community College	Rogers	Arkansas	Jim Lay	(479) 636-9222
Rogers P.D. & City Hall	Rogers	Arkansas	David Hook	(479) 621-1186
Pea Ridge Public Schools	Pea Ridge	Arkansas	Rick Neal	(479) 451-8181
Springdale Public Schools	Springdale	Arkansas	Jeremy White	(479) 236-9530

3446 Wagon Wheel Road Springdale, AR 72762 P: (479) 750-1833

**Northwest Arkansas** 

F: (479) 750-1465



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#### One call for all your service, testing, and inspection needs:

- Fire Sprinkler Systems
- Fire Alarm Systems
- IP-Based Mega Pixel Camera Systems
- Access Control Systems
- Intercom Systems
- Nurse Call Systems
- · Fiber Optic Installations
- Mass Notification
- Fire Hydrant / Backflow Prevention
- Underground Fire Main Installations
- · Fire Extinguishers
  - Alarm Monitoring
- System Service Agreements
- Structured Cabling
- Intrusion / Detection

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## Sprinkler Systems

## Fire Sprinkler Systems

The Fire Sprinkler Industry has changed immensely in the last 20 years. When you choose Dunk Fire & Security for your installation needs, you can be assured your system is designed properly per the sprinkler manufactures' parameters, NFPA Standards, and the Authority Having Jurisdiction. With changes in NFPA codes, city ordinances, and AHJ mandates - it takes a dedicated team like Dunk Fire & Security to make sure that your fire suppression systems are installed correctly. These systems can be large investments and you do not want to discover that it has to be changed out because of faulty design. Call us for all your fire protection needs for all types of fire sprinkler systems, fire booster pumps, underground fire mains and fire hydrant installations.



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EST performs intense backgrounds of companies they wish to offer distributorship to. Only two have been selected in the state of Arkansas. DFS was approached by EST due to their reputation and knowledge of the industry.









## **UL-Listed 2572**

EST, a UTC company, developed their EST 3X Fire Alarm Panel in accordance with the new Mass Notification Codes. It is the first of its kind in the Fire Alarm Industry. With the rising need for Mass Notification across campuses and large facilities alike, it was determined that the Fire Alarm Industry would need to tackle this new venture and we are proud of our affiliation as an EST strategic partner.

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# Controlled Access

## **Access Control**

The ability to control who enters and who does not enter your facility is paramount to protecting your employees. In today's world, with bump keys and unstable former employees, one cannot be too careful. These powerful systems give peace of mind to any employer looking for ultimate protection.







## **Networked Access Control Software**

Access Control is about employee safety and securing your facility. Our panels, can be installed anywhere on a network. The software is capable of detecting these panels without the use of PC's. The Server Software can run everything from one central location. In the case of an emergency, one can remotely lock down entire facilities throughout several cites, states, or even countries.

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## **IP-Based Mega Pixel Camera Systems**

Over the past few years, cameras have quietly been evolving into very sophisticated equipment. Do you use a digital camera or do you still use polaroids? The same mentality can be applied to your security cameras as well. Analog cameras are a thing of the past. Every mega pixel camera we install is capable of forensic zooming. This capability allows zooming while recording or after the images have already been captured. Call us for installation of the latest technology.





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# Security Intrusion

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## **Intrusion Alarms**

Burglar alarms protect your facility by notifying the police in case of break-ins. A burglar alarm is like a guard watching your facility 24/7. Many devices are used in which to detect intrusion from motion detectors, and door switches to glass break monitors and moisture detection.



# Q 20 - 77

## GPS Locator +5 Built-in Alarm Sensors

This device is capable of notifying you in 5 different situations. These situations can be crucial in protecting your equipment or lock boxes. Within 10 seconds you can be notified of somebody moving the device, moving within a restricted area, a rise or fall in temperature or vibrations.

Once more - if what you are protecting is stolen, you are able to track the object via GPS. If the criminals get away - its only momentarily.



## **Emergency Situation**

Nobody wants to find themselves in a situation that is intended for the police to handle.

Panic buttons do two things: they offer a sense of security and a way of notifying the police.

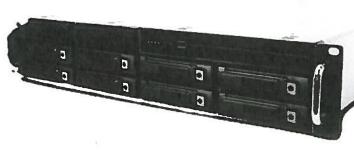
Smartphone apps let you see your system from a safe distance.

# Security | Camera Systems

## Mega Pixel Camera Cost Analysis

Surround Video or multiple-lensed cameras allow for a cheaper cost overall by providing you four camera views while only installing one camera. These can view both 180 and 360 degree areas allowing you to cover what four cameras would usually take. That saves you 3 wire runs, 3 licenses, 3 cameras, 3 housings and not to mention all the labor involved.







## Commercial-Grade Servers

Computers do not last forever and when you have a computer as important as the one recording all of your video feeds, it needs to be up and running - constantly. With every server we install, we provide a 3-year, full-replacement warranty.

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Communication

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# MUNICATIONS | Mass Notification & Structured Cabling

## Mass Notification/Emergency Communication (MNEC)

The type of emergency no long matters: fire, terroristic threat level, or weather, MNEC systems will be used. NFPA is currently working to standardize the use and installation of MNEC to take over all other means of notification. MNEC uses multiple forms of communication such as email, phone, SMS, voice notification via PA systems and fire alarm systems, message boards, etc. It is not about making noise, but communicating an effective message to make an informed decision. EST is the leader in MNEC technology - Intelligent Devices, Intelligent Design.





Whether you need data drops at desk locations or need an entire network put in place and punched down, we do this at the fastest connectivity possible. How do we do this? Testing. We test every data run to make sure they comply with all requirements and regulations. At the end of the project we provide you with a print out to verify the data.



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## **Ascom / Dukane Nurse Call Communications**

The ability for a patient to communicate with medical staff can mean the difference between life or death. Being able to record when a nurse answers such a page can mean the difference between a lawsuit and a discussion. Both of these are achievable with the network-based, VoIP nurse call systems we install and maintain.





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Portfolio







## ascom

## Intercom / Paging

When a cost effective, reliable, communication system is needed, intercom and paging systems are a good solution. These systems have been used in many different applications such as schools, factories, warehouses, and even military bases.





# Company Profile | Completed Projects

## Cherokee Casino & Hotel:

This large project included both the Hotel, Casino, and Smoke Shop with the installation of the Fire Alarm and Voice Evacuation networked together throughout. Not only did we provide fire protection via: fire alarm, but we also installed the water storage tank and fire pump necessary for their fire sprinkler system.





## **Fort Chaffee**

We had the privilege of installing 186 fire alarm systems in Fort Chaffee's barracks. More recently, we installed the data communications and MNEC system in 4 Maintenance and logistics buildings. One building was over a quarter mile in length.

# Company Profile | Completed Projects



## **Bentonville School District:**

#### **Access Control**

Looking to protects its students, Bentonville School District looked for an access control solution. This project spans 26 buildings across 3 cities tying back to one central location supporting over 2,600 staff. DFS worked with the school district to provide the solution that met their budget. Our design saved the district considerable costs that six competitors were unable to do

## **Ozarks Electric Cooperative Company:**

IP Based Mega Pixel Cameras, Access Control, Intrusion / Panic

Ozarks Electric chose us above all the competition because of our solution-based approach to their facility. We were able to remove non-functioning equipment and install several systems that not only gave them room to grow, but was a great relief in maintaining their campuses in Arkansas and Oklahoma.



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# Month of the How We Got Started

## Northwest Arkansas

3446 Wagon Wheel Road Springdale, AR 72762 P: (479) 750-1833 F: (479) 750-1465



## **Central Arkansas**

272 HWY 65 N Conway, AR 72032 P: (501) 205-0944 F: (501) 205-1462

Ken Dunk founded Dunk Automatic Sprinkler Company in 1981 and later sold the business after seventeen years. Upon starting Dunk Fire & Security in 2005, he realized that business owners desired simplicity. They wanted the ability to call one company for all their life safety installation and service needs. With **one call** in mind, Ken strives to offer the best solutions possible by developing the best strategy. DFS spends the money for training and certifications **before** our employees step foot at your facility. This benefits the customer with less billable time on each service call. DFS believes in our employees by investing in their career. We encourage all of them to become NICET certified. You can be assured that with these certifications comes the ability to service your equipment in a more timely manner - **saving you money**. Give us a call and find what so many others have discovered - peace of mind that their life safety systems work and if there is a problem, it only takes **one call**.

Company Profile | Who We Are



3446 Wagon Wheel Road Springdale, AR. 72762 Phone: (479) 750-1833 Fax: (479) 750-1465 Web: <a href="https://www.dunkfire.com">www.dunkfire.com</a> Contractors License # 0163100316

- Fire Sprinkler Systems
- Fire Alarm Systems
- Cameras
- Access Control Systems
- Surveillance Solutions
- Intercom Systems
- Nurse Call Systems
- Fiber Optics
- Structured Cabling
- Intrusion/Detection
- Exit Lights
- Emergency Lights
- Alarm Monitoring
- System Sales Agreements (Test & Inspect)
- Fire Hydrants
- Back Flow Preventers
- Underground Fire Mains
- Fire Extinguishers
- Kitchen Fire Suppression Systems
- OSHA Approved Fire Extinguisher Training

13 November 2015

Contractors Name

Address

Attn:

RE: Letter of Guarantee

Subcontract No:

Project: Name

Address

Gentlemen:

We hereby agree, at our own expense, to Warranty our material and labor used at the project referenced above, within one year of the substantial completion date. Provided that there have been no alterations and / or modifications made to our scope of work by others.

This warranty excludes damage caused by acts of nature and / or abuse of the systems by the owners.

This guarantee goes in effect at the time of substantial completion per date provided on AIA G704. Additionally, this guarantee is dependent on receipt of AIA G704 by Dunk Fire & Security, Inc.

Dunk Fire & Security Signature Title

State of Arkansas County of Benton

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires:\_\_\_\_\_

Notary Public

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