

# TIPS VENDOR AGREEMENT

Between Door Control Services, Inc. and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

## RCSP 170201 Trades, Labor and Materials (JOC)

### General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

### Definitions

**PURCHASE ORDER** is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member 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.

# 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.)

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

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

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

## Tax exempt status

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

### **Assignments of Agreements**

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

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with 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 Agreement.

### **Renewal of Agreements**

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

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

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

### **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The 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 Agreements 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 Agreement.

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

### **Participation Fees**

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

## **Indemnity**

- 1. Indemnity for Personality Agreements.** 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 Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, 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 Agreements.** 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 Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in 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 Agreements 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 Agreement 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 Agreement 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 Agreement deficiency**

TIPS may terminate any Agreement if TIPS Members have not used the Agreement, 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 Agreement due to failure by awarded vendor to carry out any obligation, term or condition of the Agreement. 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 Agreement;
- Providing work and/or material that was not awarded under the Agreement;
- 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 Agreement and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the Agreement; and/or
- Performing work or providing services under the Agreement 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 Agreement cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this Agreement 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 "Agreement 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 Agreement**

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

### **Licenses**

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

### **Novation**

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

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

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

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

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

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

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

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". 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 Agreement by awarded vendor must have prior approval from TIPS.

### **Supplemental agreements**

The entity participating in the TIPS Agreement 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the 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 Agreement 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 Agreement. 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 and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

**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 and/or an Agreement 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 Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

#### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

#### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

#### **Support Requirements**

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

#### **Incorporation of Solicitation**

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

## Special Terms and Conditions

It is the intent of TIPS to Agreement 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.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

# TIPS Vendor Agreement Signature Form

RCSP 170201 Trades, Labor and Materials (JOC)

Company Name Door Control Services, Inc.

Address 321 VZ County Road 4500

City Ben Wheeler State TX Zip 75754

Phone 903-833-7857 Fax 877-888-5220

Email of Authorized Representative mfisher@doorcontrolservices.com

Name of Authorized Representative Mike Fisher

Title President

Signature of Authorized Representative 

Date 3-14-2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 3/23/2017

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	170201 Addendum 1	Floor/Room		Floor/Room
Title	Trades, Labor and Materials (JOC)	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	2/2/2017 08:00 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	3/17/2017 03:00:00 PM (CT)			

## Supplier Information

Company Door Control Services, Inc.  
 Address Dept. 251, Box 220  
 Bettendorf, IA 52722

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone (903) 833-5815 x159  
 Fax (877) 888-5220  
 Email  
 Submitted 3/15/2017 12:27:46 PM (CT)  
 Total \$0.00

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

Signature Lilla Phinney Email lphinney@doorcontrolservices.com

## Supplier Notes

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## Bid Notes

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## Bid Activities

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## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	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)	TX, AR, LA
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.)	Door Control Services, Inc. sells, installs, repairs and maintains all brands of Hollow Metal Doors, Automatic Doors, Manual Doors, Revolvers, Accordion Doors, Architectural Door Hardware, Dock Equipment, Overhead Doors, Security Portals. DCS provides 24-7-365 emergency service repair and Fire Inspections with IFDIA certified inspectors.
6	Primary Contact Name	Primary Contact Name	Darrell Neal
7	Primary Contact Title	Primary Contact Title	Service Manager
8	Primary Contact Email	Primary Contact Email	dneal@doorcontrolservices.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8888337857
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8778885220
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	David Haltom
13	Secondary Contact Title	Secondary Contact Title	VP of Sales
14	Secondary Contact Email	Secondary Contact Email	dhaltom@doorcontrolservices.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9038335815
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8778885220
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9035705407

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Lilla Phinney
19	Admin Fee Contact Email	Admin Fee Contact Email	lphinney@doorcontrolservices.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9038335815
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Darrell Neal
22	Purchase Order Contact Email	Purchase Order Contact Email	dneal@doorcontrolservices.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9038337857
24	Company Website	Company Website (Format - www.company.com)	www.doorcontrolservices.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-1994983
26	Primary Address	Primary Address	321 VZ County Road 4500
27	Primary Address City	Primary Address City	Ben Wheeler
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	75754
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.)	door, hardware, fire door, dock equipment, dock levelers, overhead door, security turnstile, automatic door, hollow metal door and frame, door repair, door maintenance, fire door inspection, air curtains, commercial hardware, ADA automatic doors, fire rated automatic partitions, manual revolving doors, automatic revolving doors , service and security windows, rolling security grills, door closers,
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)	No
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?	Ben Wheeler
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Pricing Information:	Pricing information section. (Questions 36 - 38)	(No Response Required)
36	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
38	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
39	Years Experience	Company years experience in this category?	44

- 40 Prices are guaranteed for? (\_\_\_Month(s), \_\_\_ Year(s), or Term of Contract) (Standard term is "Term of Contract") prices guaranteed for 12 months
- 41 Estimating Requirements Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question. Other Software
- 42 Other Estimating Software Please list the program name, website address and phone number of the requested estimating software.
- 43 NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
  - 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
  - 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
  - 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
- 44 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 45 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?



46 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds. Yes, I certify  
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

You may find the Blank Certification Regarding Lobbying form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CRL.pdf>

Do you certify the three (3) certification of lobbying statements above? If you do not certify the three (3) statements above please download the Certification Regarding Lobbying form, fill out the form, sign the form, scan the form and upload to the Certification Regarding Lobbying section on the "Response Attachments" tab.

47 Regulatory Standing

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

Yes

48 Regulatory Standing

Regulatory Standing explanation of no answer.

49 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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

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

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

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

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

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

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

- 52 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).  
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)  
USDA is an equal opportunity provider, employer, and lender.

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

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 53 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 54 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 55 2 CFR PART 200 (B) Termination Yes
- Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

56	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
57	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

59	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
60	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

61 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

62 Remedies

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

Yes, I Agree

63 Remedies Explanation of No Answer



64	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
65	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
66	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67	Alternative Dispute Resolution Explanation of No Answer		
68	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

69 Infringement(s) Explanation of No Answer

70 Acts or Omissions

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

Yes, I Agree

71 Acts or Omissions Explanation of No Answer

72 Contract Governance

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

Yes

73 Payment Terms and Funding Out Clause

Payment Terms:  
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.  
Funding out Clause:  
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.  
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

74 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

If the vendor has staff that meet both of these criterion:  
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students  
Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

75 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

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

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

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

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

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

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

Some

76 Solicitation Deviation/Compliance

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

Yes

- 77 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.  
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.  
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 78 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 79 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

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Line Items

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Response Total: \$0.00

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REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
University of Texas at Austin	Richard Costa	<a href="mailto:richard_costa@austin.utexas.edu">richard_costa@austin.utexas.edu</a>	512-471-3281
Texas A&M University	Albert Gutierrez	<a href="mailto:albert.gutierrez@sscerv.com">albert.gutierrez@sscerv.com</a>	979-446-3365
University of North Texas	Dallas Hogue	<a href="mailto:dallas.hogue@unt.edu">dallas.hogue@unt.edu</a>	940-369-7632
Rains ISD	Dereck Rowland	<a href="mailto:rowlandd@rainsisd.org">rowlandd@rainsisd.org</a>	903-473-2222 ext 4145
Quitman ISD	Steven Schoon	<a href="mailto:schoons@quitmanisd.net">schoons@quitmanisd.net</a>	903-720-9796
Van ISD	Adam Florey	<a href="mailto:floreyb@van.sprnet.org">floreyb@van.sprnet.org</a>	903-574-5586
Texas College	Montel Parker	<a href="mailto:aparker@texascollege.edu">aparker@texascollege.edu</a>	903-570-2375
Mineola ISD	Ricky Browning	<a href="mailto:browningr@mineolaisd.net">browningr@mineolaisd.net</a>	903-802-1635

# Door Control Services, Inc.



## ABOUT DOOR CONTROL SERVICES, INC.

Official Registered Name: Door Control Services, Inc.

At Door Control Services, Inc., we understand that your automatic and manual doors are more than just a means to enter and exit your facility, and that your overhead doors and dock equipment are pivotal to your interaction with suppliers.

Our mission is to provide our customers with the convenience expected from their automatic, manual, and overhead doors while maintaining the latest safety standards that their patrons deserve. Every door provides silent testimony of your commitment to safety, security, and ease of access. With 100+ AAADM certified technicians located across the states of Texas, Louisiana, and Arkansas, Door Control Services is your one-stop solution for service, repair, and installation of your commercial doors – from lobby to dock.

For over forty years, Door Control Services has provided its customers with superior service at a reasonable price. Each of our AAADM certified technicians carries a comprehensive inventory of common wear items in their service van to minimize return calls. And because no one knows when a door is going to require service, Door Control Service technicians are on call 24/7/365.

Our service offerings also include air curtains, freezer/cooler doors, security gates, and other specialty applications. Door Control Services also has a team of IFDIA certified fire door inspectors on staff to aid with NFPA 80 compliance, where required.

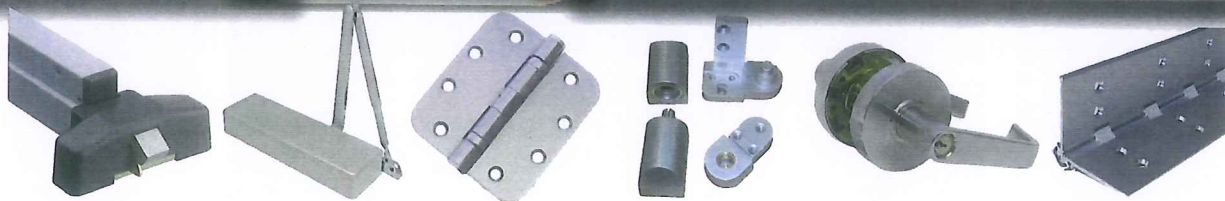
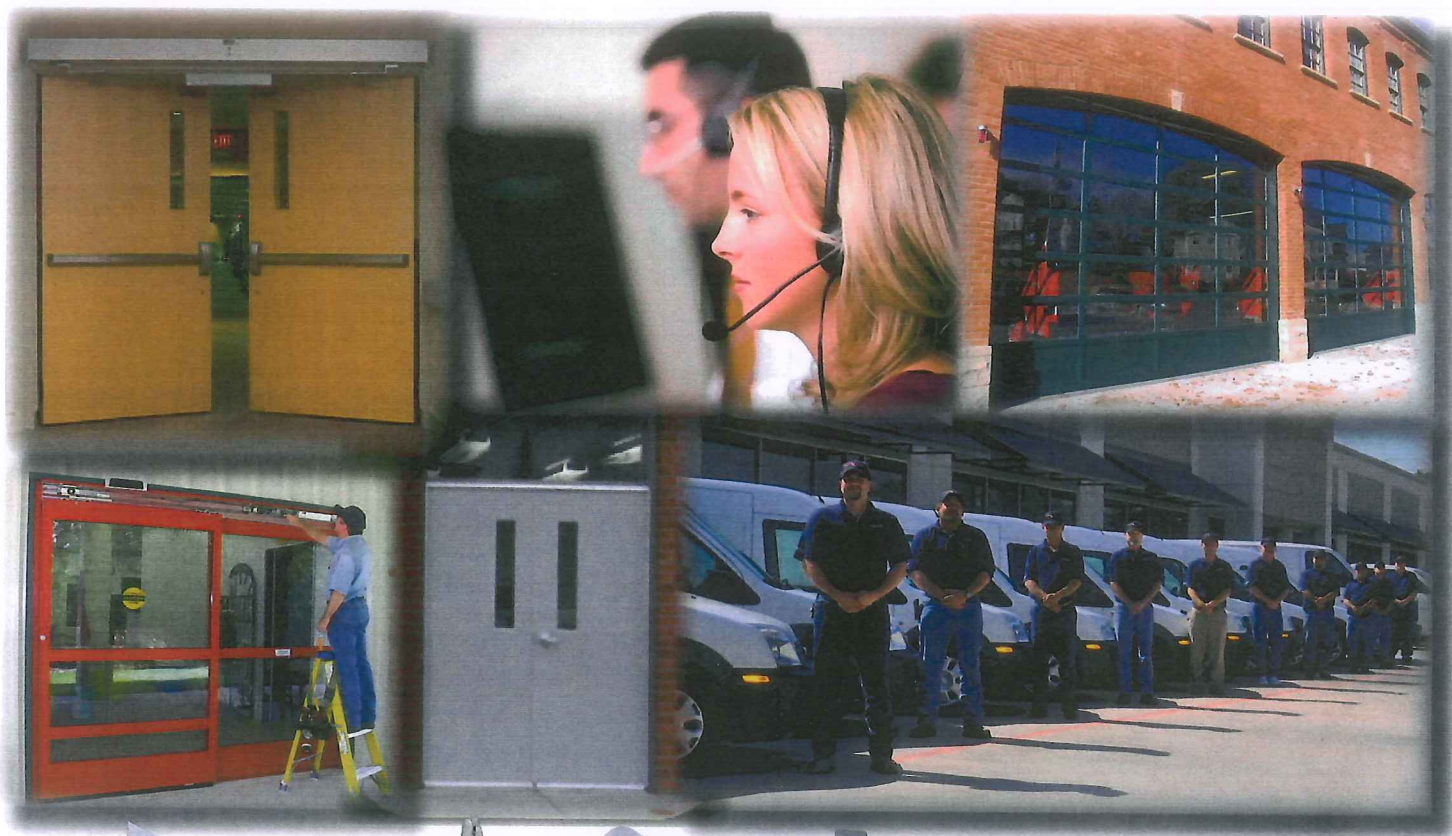


# Door Control Services, Inc.



## 888-833-7857

[www.doorcontrolservices.com](http://www.doorcontrolservices.com) • [service@doorcontrolservices.com](mailto:service@doorcontrolservices.com)



*servicing and selling automatic,  
manual and overhead doors*

Door Control Services, Inc. has installed and serviced automatic and manual doors since 1973. We are proud of our reputation as the industry leader and strive to maintain that role by providing the best possible service and products to our customers. Each of our service technicians is trained to diagnose and repair every component in any automatic and manual door system.

Door Control Services, Inc. has worked to build the most comprehensive door service company in the industry. Over eighty-five technicians and sales representatives receive extensive training in order to maximize the safety and performance of every door system.

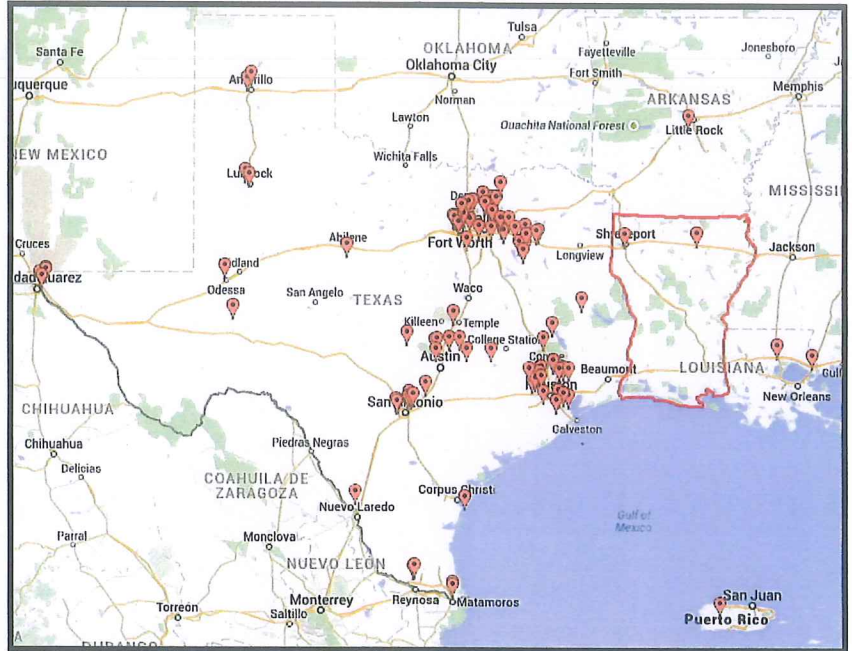
Our mission is to provide our customers with the convenience expected from their automatic and manual doors while maintaining the latest safety standards that their patrons deserve.

**Experience**

- Continuous operation since 1973
- 2100+ years combined industry experience
- 300+ employees

**DCS self performs for the entire State Of Texas, Arkansas, Louisiana, and the Island of Puerto Rico.**

**Every DCS technician is AAADM certified and is equipped with a fully stocked van.**



**Qualifications**

- 85+ AAADM (American Association of Automatic Door Manufacturers) certified sales and service personnel
- 24-hour service available
- 60+ fully stocked service vans strategically located throughout your area
- Parts inventory valued at over \$5M
- Service technicians located across the states of Texas, Arkansas and Louisiana as well as Puerto Rico
- 10+ support personnel providing dispatch, quotes-on demand, and project management services
- State-of-the-art ERP computer software
- NFPA 80 (Fire Door) inspectors on staff
- Bilingual tech support

***Largest independently owned service provider in Texas***

1973 Sole Service Truck



Dallas/Ft. Worth Team



Houston Team



Austin/San Antonio Team



## Services

	<i>Medical</i>	<i>Education</i>	<i>Municipality</i>	<i>Retail</i>	<i>Hospitality</i>	<i>Warehouses/ Distribution Centers</i>
24-7-365 emergency service repair	✓	✓	✓	✓	✓	✓
Planned Maintenance programs	✓	✓	✓	✓	✓	✓
Annual service plans	✓	✓	✓	✓	✓	✓
Time and material	✓	✓	✓	✓	✓	✓
In-house dispatcher 18 hours a day including weekends and holidays	✓	✓	✓	✓	✓	✓
Customized invoicing and reporting	✓	✓	✓	✓	✓	✓
Consulting services available on Facility Standards	✓	✓	✓	✓	✓	✓
AAADM certification inspections	✓	✓	✓	✓	✓	✓
Training programs	✓	✓	✓	✓	✓	✓
Door data history	✓	✓	✓	✓	✓	✓
Self perform the work - No General Contractor	✓	✓	✓	✓	✓	✓
NFPA 80 (Fire Door) Inspection Program / Joint Commission consulting	✓	✓	✓	✓	✓	✓



## Products

Door Control Services represents many of the leading brand names for all types of door and door-related products. We repair and install:

- Automatic Doors - Sliding, Swinging & Revolving
- ADA Automatic Doors
- Smoke and Fire Rated Automatic Partitions
- Specialty Doors - Security Portals, Curved Sliders & Inground Operators
- Wood & Plastic Laminate Doors
- Overhead Doors
- Checkstands - Belts, Carousels & Conveyors
- Hollow Metal Doors and Frames
- Air Curtains
- Commercial Hardware
- Retrofits - Sliding & Revolving
- Double Acting & Impact Doors
- Manual ICU/CCU Sliding Doors
- Dock Levelers & Dock Equipment

# Door Control Services, Inc.



## Service Division

321 VZ County Road 4500  
Ben Wheeler, Texas 75754  
888-833-7857 • 877-888-5220 fax  
www.doorcontrolservices.com  
service@doorcontrolservices.com

### For Service In Your Area:

Abilene, TX	325-455-1973
Midland/Odessa, TX	432-242-0325
Amarillo, TX	806-576-1111
Brownsville, TX	956-517-1952
Shreveport, LA	318-459-9591
New Orleans, LA	504-708-5667
Little Rock, AR	501-235-8250

## New Door Sales Division

321 VZ County Road 4500 Ben Wheeler, Texas 75754  
www.doorcontrolservices.com  
estimating@doorcontrolservices.com

### Austin Branch

2621 Ridgepoint Drive, Ste. 120 Austin, Texas 78754  
512-930-1541 • 877-888-5220 fax

### Dallas/Ft. Worth Branch

9612 Chartwell Drive Dallas, TX 75243  
877-351-3667 • 972-247-7120 fax

### El Paso Branch

8555 Yermoland, Ste. B El Paso, TX 79907  
915-493-6778 • 877-888-5220 fax

### Houston Branch

10194 Fairbanks North Houston Road  
Houston, Texas 77064  
281-807-6333 • 281-807-6449 fax

### Lubbock Branch

8901 Hwy 87, Ste. 52 Lubbock, TX 79423  
806-839-6565 • 877-888-5220 fax

### San Antonio Branch

12200 Crownpoint, Ste. 150 San Antonio, Texas 78233  
210-732-1214 • 877-888-5220 fax

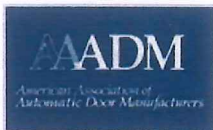


## Door Controls USA, Inc.

### Parts Division

321 VZ County Road 4500  
Ben Wheeler, Texas 75754  
800-437-3667  
800-356-8858 fax  
www.doorcontrolsUSA.com  
parts@doorcontrolsUSA.com

Member



# New Construction & Service Technician Coverage Map

## Branch Locations:

### Austin

2621 Ridgepoint Drive, Ste. 120  
Austin, TX 78754  
512-930-1541  
877-888-5220 fax

### Dallas/Ft. Worth

11874 South Profit Row  
Forney, TX 75126  
877-351-3667  
972-247-7120 fax

### Southwest

562 County Road 112  
Floresville, TX 78114  
830-216-4358  
830-216-4176 fax

### El Paso

8555 Yermoland, Ste. B  
El Paso, TX 79907  
915-493-6778  
877-888-5220 fax

### Houston

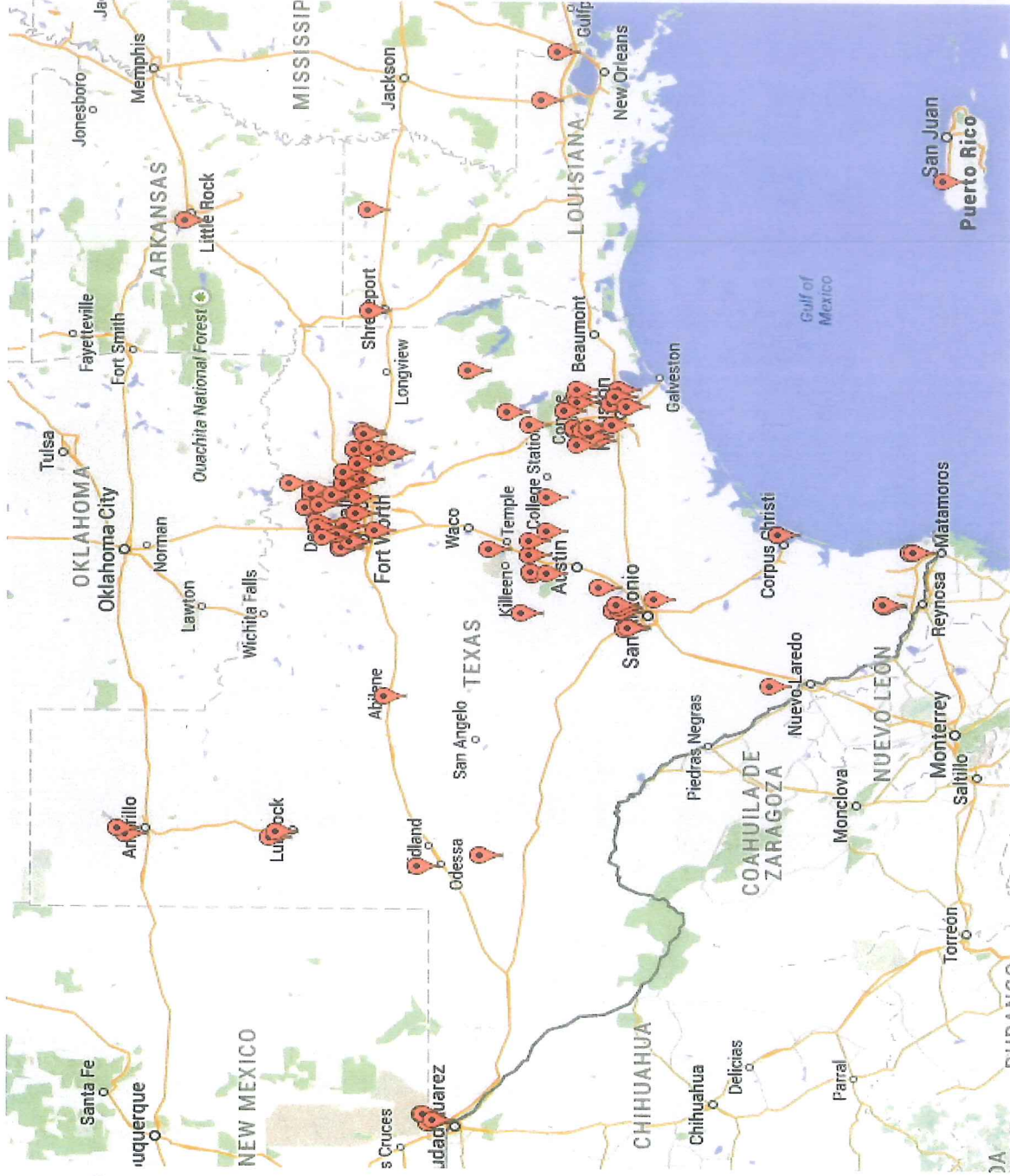
10194 Fairbanks North  
Houston Road  
Houston, TX 77064  
281-807-6333  
281-807-6449 fax

### Lubbock

8901 Hwy 87, Ste. 52  
Lubbock, TX 79423  
806-839-6565  
877-888-5220 fax

### San Antonio

12200 Crownpoint, Ste. 150  
San Antonio, TX 78233  
210-732-1214  
877-888-5220 fax



## Current Total Technicians: 104

Dallas/Ft. Worth	33
Houston	20
Austin	5
San Antonio	11
Temple	2
East Texas	6
El Paso	4
Midland/Odessa	2
Lubbock	3
Amarillo	3
Abilene	2
Corpus Christi	1
Laredo	1
McAllen/Brownsville	4
Louisiana	5
Arkansas	1
Puerto Rico	1

## Door Control Services, Inc.



### Corporate Headquarters:

321 VZ County Road 4500, Ben Wheeler, Texas 75754

Phone: 888-833-7857 | Fax: 877-888-5220

www.doorcontrolservices.com | service@doorcontrolservices.com

# Hollow Metal Doors, Frames and Hardware

## Repair, Service, Replacement or New

Upcoming school summer repair or replacement work is approaching fast. Let Door Control Services be your resource to order door parts or provide service.



Surface Mount Closer

### Door Hardware

- Closers-surface mount & overhead concealed
- Hinges-butt & continuous
- Pivots-offset & intermediate
- Handles-leversets & paddle
- Exit devices-concealed/surface vertical rod & rim
- Locks-mortise & more!

### New & Replacement Hollow Metal Doors-frames & hardware

### Total Door® brand steel doors, frames & hardware

### ADA automatic operators

### Air Curtains – new, replacement & repair



Leverset



Butt Hinge



Exit Device



Hollow Metal Door



Hollow Metal / Wood Finish Door



Offset Pivots



Exit Device - Concealed Vertical Rod



Exit Device - Crash Bar



Continuous Hinge

**DCS** Door Control Services, Inc.

**888-833-7857**

**Fax 877-888-5220**

[service@doorcontrolservices.com](mailto:service@doorcontrolservices.com)  
[www.doorcontrolservices.com/service](http://www.doorcontrolservices.com/service)

# Gate Operators and Overhead Doors

New Equipment & Service by **Door Control Services, Inc.**

Door Control Services, Inc. installs and services automatic gate operators and overhead doors for your ranches and buildings. We have over 100+ dedicated professionals across Texas ready to service your gate operators and overhead door needs.

- ▶ We specialize in gate operators and overhead doors sales, service and parts
- ▶ We repair and replace **ALL BRANDS** of gate operators and overhead doors
- ▶ We fix and repair all broken springs
- ▶ Same-day service
- ▶ **24-HOUR EMERGENCY REPAIR SERVICE AVAILABLE**

## Overhead Doors

- ▶ No-Fold Hydraulic Doors
- ▶ Sectional Overhead Doors
- ▶ Rolling Steel Doors & Shutters
- ▶ Full-View Glass Doors
- ▶ Fire Doors



## Automatic Gates



**DCS** Door Control Services, Inc.  
**Fax 877-888-5220**  
service@doorcontrolservices.com  
www.doorcontrolservices.com/service

**CALL 888-833-7857 FOR  
A FREE ASSESSMENT!**

# Emergency Services



Customers depend on doors to help secure their buildings 24 hours-a-day, 7 days-a-week, 365 days-a-year. When a building is damaged as a result of a natural disaster or other unforeseen event, customers rely on Door Control Services, Inc. to respond quickly. Our services include securing a building's doors, assessing damage, and beginning repairs immediately.

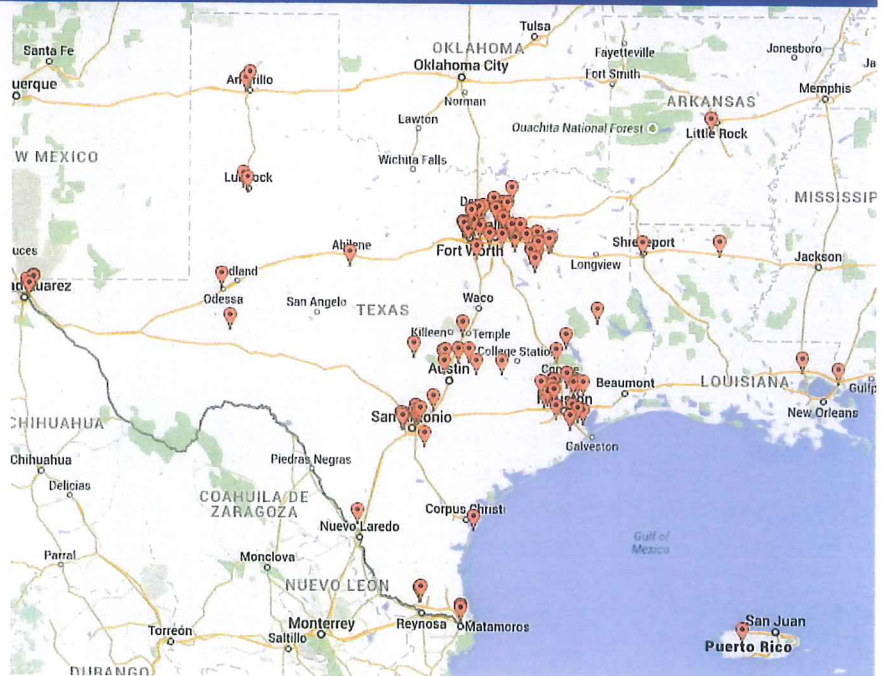
Our extensive inventory, strong relationships with suppliers, and Door Control Services, Inc. experienced service technicians get the material and manpower to the facility site quickly so people, animals and property are safe and secure.

## Annual Service Plans

When you want your doors and operators to be taken care of without worry of unexpected cost or forgetting to have your annual doors inspected, rely on our annual service plan.

We offer other additional products and can provide service for your:

- ▶ Automatic Doors
- ▶ Air Curtains
- ▶ Manual Doors & Hardware
- ▶ HVLS Fans



**DCS** Door Control Services, Inc.

**888-833-7857**

**Fax 877-888-5220**

[service@doorcontrolservices.com](mailto:service@doorcontrolservices.com)

[www.doorcontrolservices.com/service](http://www.doorcontrolservices.com/service)



# DC7000 - Low Energy Swing Door Operator



Single Door Application



Pair of Doors Application



A Few Applications:  
Hospital corridors  
Banks  
Urgent Care Facilities  
Patient Facilities  
Patient Rooms  
Doctor's Offices  
Rest rooms  
Colleges  
Schools & Libraries  
Universities

- Low energy automatic swing door operator will make your entrance handicap accessible.
- Easy manual opening.
- An ADA door system conforms to ANSI A156.19 for the Americans with Disabilities Act.
- Adjustable closing speed and time delay that allows you to speed up or slow down your automatic door.
- Fast and easy install without taking away any aesthetics from the building.
- Available in clear or dark bronze anodized finish.
- Integrates to any security system.
- Fire and life safety compliant.
- 39" header size.
- Includes 2 wireless push plate switches.



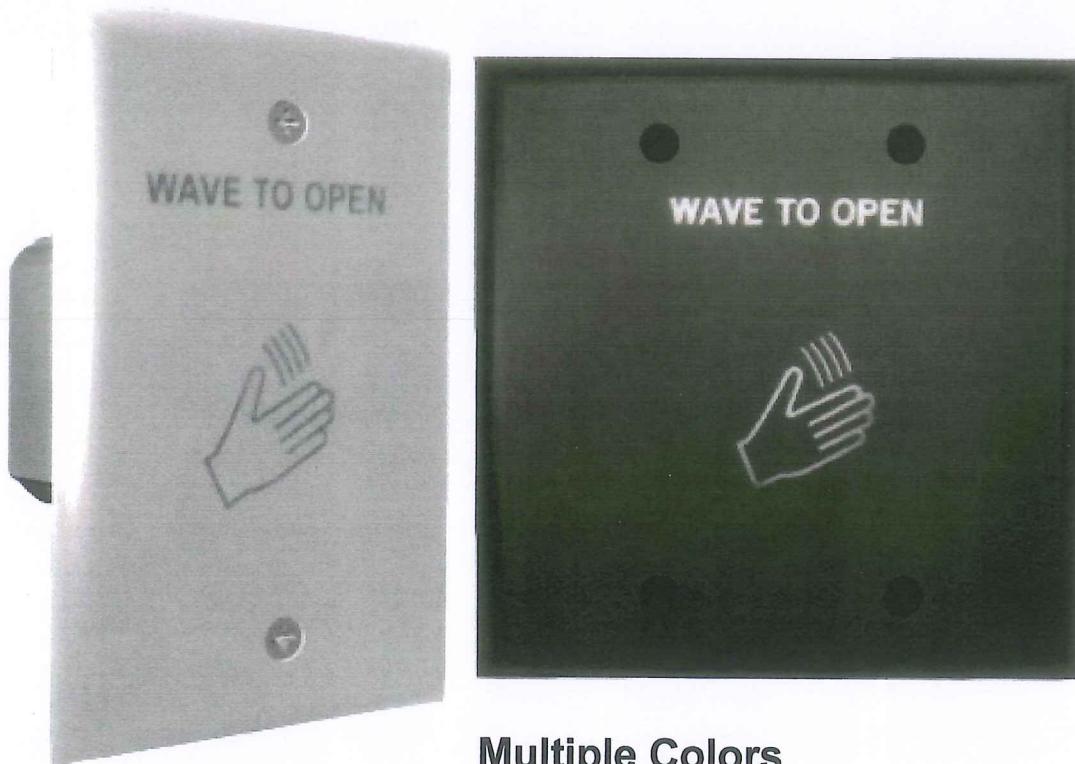
See Reverse Side For Details

Door Control Services, Inc.



888-833-7857 ext. 308 • [estimating@doorcontrolservices.com](mailto:estimating@doorcontrolservices.com)

# MS08 Touchless Switch



**Multiple Colors**  
**Easy Installation**  
**Sterile Environments**

**BEA microwave motion sensor is used as a contact-free switch, providing excellent control and operation of automatic doors**

- Doppler Radar technology allows for use in sterile environments (i.e., clean rooms, healthcare facilities, food processing plants)
- It can be placed unobtrusively in a room or hallway when mounted behind a non-reflective surface where the aesthetics demand it be inconspicuous
- Variable adjustment of pattern depth from 4 to 24 inches
- No wearing parts mean increased product life
- Water-resistant foam gasket provides increased durability when product is exposed to water or cleaning product

**Details:**

110 volt electrical service to each operator not included. Also not included are permits (if required), header support for each swing operator, painting, patching repairing of floors walls or ceilings, doors, frames, hinges, or any other manual or electric hardware not specified. If MS08 Touchless switches are chosen, low voltage wiring and single gang electrical boxes to house the switches are not included.

# Commercial Overhead Doors & Dock Equipment

Call Us  
**888-833-7857**

Door Control Services, Inc. services, sells and installs commercial doors and dock equipment. We have dedicated professionals ready to service your commercial overhead doors, levelers and equipment needs.

- We specialize in commercial overhead doors and dock levelers sales, service and parts
- We repair and replace ALL BRANDS of overhead doors and operators
- We fix and repair all broken springs
- Same-Day service
- 24-HOUR EMERGENCY REPAIR SERVICE AVAILABLE

## Rolling Steel



## Coiling Hi-Speed Doors



*Truck Restraints*



*Edge of Docks*

*Dock Bumpers*



### Products and Services Offered:

- Fire Door Drop Test Inspection Performed
- Rolling Steel
- Sectional or Full View Doors
- Rolling & Coiling Grilles
- Coiling Doors
- Bi-Part Freezer Doors
- High Speed Roll Up Doors
- Edge of Docks
- Truck Restraints / Wheel Chocks
- Dock Levelers
- Dock Seals
- Dock Bumpers
- Dock Lights
- HVLS Fans
- Gate Openers
- Air Curtains
- Sensors

**Door Control Services, Inc.**  
Dock & Overhead Door Division



## Services Offered:

### Emergency Services

Customers depend on doors to help secure their facility 24 hours-a-day, 7 days-a-week, 365 days-a-year. When a facility is damaged as a result of a natural disaster or other unforeseen event, customers rely on Door Control Services, Inc. to respond quickly. Our services include securing a facility's doors, assessing damage, and beginning repairs immediately. Our extensive inventory, strong relationships with suppliers, and Door Control Services, Inc. experienced service technicians get the material and manpower to the facility site quickly so both people and property are safe and secure.

### Planned Maintenance

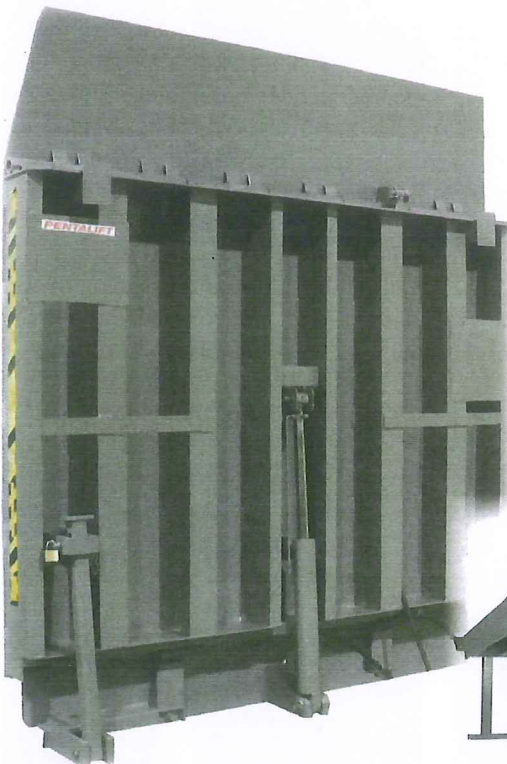
Protect your investment, avoid downtime and increase safety. Members of Door Control Services, Inc.'s Planned Maintenance (PM) Program can save substantial time and money by reducing costly breakdowns and loss of time, while extending the operating life and efficiency of all doors, operators and dock equipment.

PM Program Benefits Include:

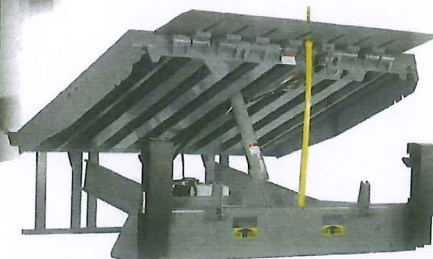
- A 10% labor rate reduction on ALL service and repair work while enrolled in the program.
- Priority scheduling for service and repairs.
- Decrease in costly downtime.
- Increased operational efficiency and reliability of your facility's doors, docks and related equipment.
- Reduced probability of your doors, operators and dock equipment malfunctioning.
- Extended safe and useful life of your doors, operators and dock equipment.
- Decrease in long term repair expenses.
- Each PM service call includes a written checklist of work performed, along with recommendations for any needed repairs or product replacement.
- Enrollment is FREE. You pay only for the discounted labor used to perform the planned maintenance work along with any repair parts that are used per your authorization.

PM Program Products Covered: Doors of all types, electric operators and all dock equipment may be included under this PM Program. PM services are provided for sectional doors and operators, rolling steel doors and operators, dock levelers, dock seals, shelters, bumpers, and truck restraints. In addition, Door Control Services, Inc. offers professional PM service on high speed doors, automatic doors, impact doors, chain and scissor gates, hanger doors, operable walls and related type commercial, industrial and/or institutional doors and openings. Each PM Program can be individually designed for your facility's specific doors, operators and dock equipment.

### *Rolling Grilles*



*Vertical Leveler*



*Dock Leveler*



*Rolling Fire Door*

# Accordion Fire Door Service



## Need service on an *accordion fire door*?

Many find themselves with accordion fire doors that need servicing and repairs, but discover that the original manufacturer does not provide a service or parts to assist. Door Control Services provides service technicians that have the knowledge and experience to fix and provide replacement parts for your accordion fire doors.

Call us at 888-833-7857 and mention the code *ACCORDION*. Door Control Services can also build replacement moving components that are sometimes difficult to find.

Our 85+ AAADM certified sales and service personnel are available 24-hour with 60+ fully stocked service vans strategically located throughout Texas, Arkansas and Louisiana as well as Puerto Rico. We also provide 10+ support personnel providing dispatch, quotes on-demand, and project management services.

Call Us Today

**888-833-7857**

**Door Control Services, Inc.**



*For over forty years, our singular focus has been servicing our customers in the same manner we wish to be serviced: timely, competently, and fairly. That mantra has helped make us what we are today: the largest independently owned service provider in the Southwest.*

# Fire Door Professional Services

Door Control Services, Inc. offers a variety of professional services to help ensure your door assemblies meet the stringent building code requirements mandated by regulatory bodies such as: CMS, The Joint Commission, Local Fire Marshals or AHJ's, etc.

Our services include:

- Fire door inspection program (FDIP) swinging type and horizontal/vertical sliding and rolling doors
- Field evaluation and labeling
- Code consultation services

## Fire Door Inspection Program (FDIP)

The Fire Door Inspection Program (FDIP) is designed to assist you in your legal obligation to properly maintain the swinging type and horizontal/vertical sliding and rolling fire doors in your facility. This program meets the annual inspection requirements as defined by NFPA 80, and is performed by inspectors certified by the IFDIA (International Fire Door Inspector Association).

### 5-Part Inspection Process

1. Pre-inspection coordination meeting
2. Comprehensive inspection of each opening
  - a. Visual
  - b. Functional
  - c. Component compliance
3. Fire door inspection report
4. Follow up consultation
5. Annual re-inspection for continued code compliance



### Benefits

- Inspection of swinging type fire doors to meet NFPA 80 requirements
- Helps facilities prepare their fire door assemblies for local code compliance as well as The Joint Commission inspection
- Inspection of smoke door assemblies to meet NFPA 105 regulations
- Visual identification of openings with a label
- Priority scheduling and discounted rates



Door Control Services, Inc.  
DCS

**FIRE DOOR INSPECTION REPORT**

Facility: ABC Memorial Hospital      Inspected By: Craig Drimandy      Inspection Report: FD1234  
Address: 123 Action Ave      State: TX      Zip: 75754      Phone: 123-456-7890      Completed: 03/05/11  
City: Ben Wiberker      Contact: Chuck Wagon      Email: chuck@doorcontrol.com      RMIN No: RMIN12345

DCS Door Number	Customer Door Number	Inspected	Compliant	Door Fire Rating	Door Location	Comments
DCS001	101	03/04/11	YES	3-HR	South Lobby #121	Labels in door. Extensive observations. Door does not self-lock.
DCS002	102	03/05/11	YES	20-MIN	East Utility #122	Label not in place.
DCS003	103	03/04/11	YES	20-MIN	South Lobby #123	Label not in place.
DCS004	104	03/04/11	NO	No Label	Corridor #123 - Inactive	Labels in door are missing. Extensive observations. Door does not self-lock.
DCS005	105	03/04/11	YES	1-HR	East Utility #124	Label not in place.
DCS006	106	03/04/11	YES	3-HR	South Lobby #125	Label not in place.
DCS007	107	03/04/11	YES	1-1/2-HR	Family Room #126	Labels in door are missing. Extensive observations. Door does not self-lock.
DCS008	108	03/05/11	YES	1-1/2-HR	Family Room #127	Label not in place.
DCS009	109	03/05/11	YES	1-HR	Medical Office #128	Label not in place.
DCS010	110	03/05/11	YES	1-HR	Medical Office #129	Label not in place.
DCS011	111	03/05/11	YES	1-1/2-HR	Medical Office #130	Label not in place.
DCS012	112	03/05/11	YES	1-1/2-HR	Medical Office #131	Label not in place.
DCS013	113	03/05/11	YES	1-1/2-HR	Medical Office #132	Label not in place.
DCS014	114	03/05/11	NO	No Label	East Utility #133	Labels are missing in frame. Door does not self-lock. Extensive observations.

Inspector: *Craig Drimandy*      Customer: \_\_\_\_\_  
Print Name: Craig Drimandy      Print Name: Chuck Wagon

Door Control Services, Inc.  
DCS

**FIRE DOOR INSPECTION REPORT**

Facility: ABC Memorial Hospital      Inspected By: Craig Drimandy      Inspection Report: FD1234  
Address: 123 Action Ave      State: TX      Zip: 75754      Phone: 123-456-7890      Completed: 03/05/11  
City: Ben Wiberker      Contact: Chuck Wagon      Email: chuck@doorcontrol.com      RMIN No: RMIN12345

Assemblies Inspected: 14      Compliant Assemblies: 10      OR      71%  
Non-Compliant Assemblies: 4      OR      29%

**% of Non-Compliant Assemblies**

**Frequency of Non-Compliant Items**

Sheet 1 of 2

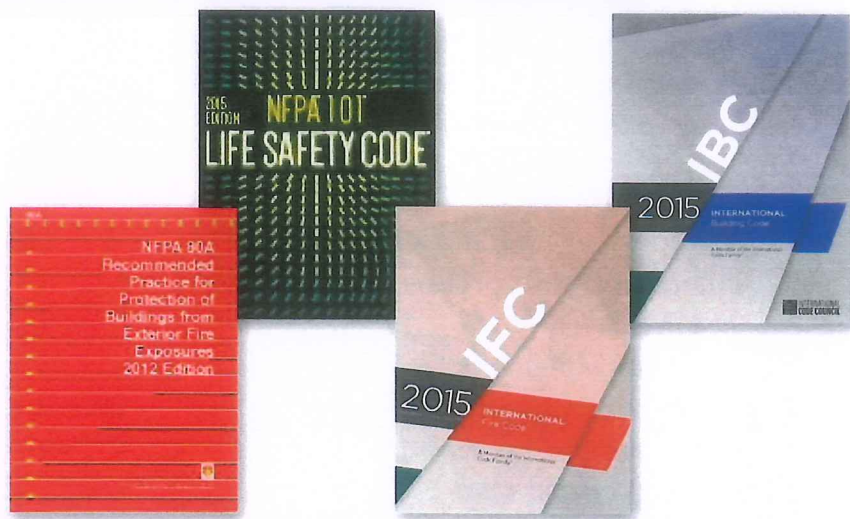
## Field Evaluation and Labeling

In the event your frames, doors and/or components are missing the required fire rated labels, Door Control Services can help with the certification and relabeling of swinging type and vertical/horizontal sliding and rolling doors in the field. Door Control Services will be there through the entire certification and labeling process to help bring your frames, doors and components back into compliance.



## Code Consulting Services

Oftentimes, difficult questions arise regarding code interpretation, whether it is related to the IBC (International Building Code), IFC (International Fire Code), NFPA 80 or NFPA 101 Life Safety Code. The Professional Services Team stands ready to serve as your resource to help bring clarity to these difficult questions.



## Industry Memberships



*For more information on any of our fire door professional services:*

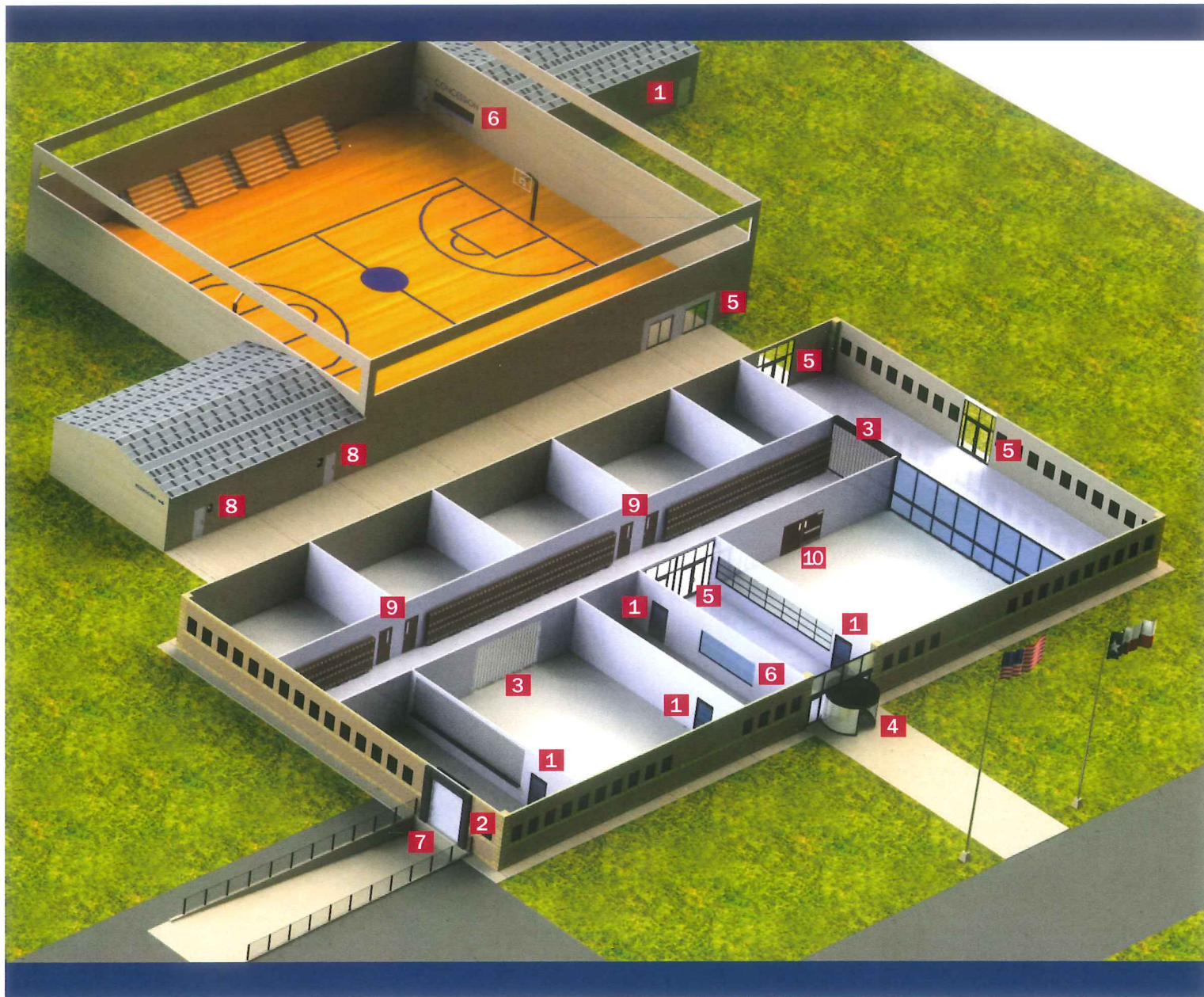
**DGS** Door Control Services, Inc.  
888-833-7857

www.doorcontrolservices.com  
service@doorcontrolservices.com

# EDUCATION

## ISDs / Colleges / Universities

### NEW EQUIPMENT & SERVICE SOLUTIONS



- 1** Hollow Metal Doors
- 2** Overhead Doors
- 3** Won-Door / Accordion Type Fire Doors
- 4** Automatic Revolving Doors
- 5** Manual Door Hardware
- 6** Shutters / Rolling Steel Shutters
- 7** Dock Equipment
- 8** ADA Automatic Doors
- 9** Manual Wood Veneer & Plastic Laminate Doors

- 10** Dual Egress Doors

\*\*Additional Product & Service Offerings:

- Automatic Sliding Doors
- Rolling Steel Doors
- Gate Operators
- Fire Door Inspection & Labeling
- Fire Doors
- Training Programs
- Annual Service Plans





- 1 Sectional Overhead Doors
- 2 Protective Bollards
- 3 Shutters / Rolling Steel Shutters
- 4 Waist-High & Full-Height Turnstiles
- 5 Hollow Metal Doors & Hardware
- 6 ADA Automatic Doors

**\*\*Additional Product & Service Offerings:**  
Fire Door Professional Services  
Gate Operators  
Rolling Steel Doors & Shutters

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>DOOR CONTROL SERVICES, INC.</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>Dept. 251 Box 220</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Bettendorf, Iowa 52722</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	or
<b>Employer identification number</b>	
7 5 - 1 9 9 4 9 8 3	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>1-3-2017</b>
------------------	----------------------------	------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/9/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

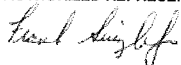
<b>PRODUCER</b> Swingle, Collins & Associates 13760 Noel Road, Suite 600 Dallas TX 75240	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 972-387-3000      FAX (A/C, No): 972-387-3808 E-MAIL ADDRESS: services@swinglecollins.com		
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Door Control Services, Inc. 321 VZ County Road 4500 Ben Wheeler TX 75754	DOORCON-01	INSURER A :Cincinnati Casualty Company	28665
		INSURER B :Accident Fund National Ins Co	12305
		INSURER C :Federal Insurance Co	20281
		INSURER D :	
		INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER: 1905074303**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		EPP0192158	5/10/2016	5/10/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EBA0192158	5/10/2016	5/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		EPP0192158	5/10/2016	5/10/2017	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WCV8012206	5/10/2016	5/10/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS    OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A C C	Leased/Rented Equipment Crime/Fidelity/ERISA Bond 3rd Party Crime Coverage		EPP0192158 82475955 82475955	5/10/2016 5/10/2016 5/10/2016	5/10/2017 5/10/2017 5/10/2017	Total Limit 169,000 Total Limit 500,000 Total Limit 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
General liability policy includes certificate holder as an additional insured including Ongoing and Completed Operations when required by written contract but only with respect to liability arising out of a named insured's work for additional insured and in no way will the additional insured status exceed the limits, terms or conditions of the policy. Auto liability policy includes certificate holder as an additional insured when required by written contract but only with respect to the legal responsibility for acts or omissions of a person for whom liability coverage is afforded under this policy but in no event shall such coverage exceed the limits, terms or conditions of the policy. The General Liability policy contains a special provision with Primary & Non-Contributory wording as required by written contract. Waiver of Subrogation applies as See Attached...

<b>CERTIFICATE HOLDER</b>  <b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	**Insured's Copy** **For Informational Purposes Only**
	AUTHORIZED REPRESENTATIVE 



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Swingle, Collins & Associates		NAMED INSURED Door Control Services, Inc. 321 VZ County Road 4500 Ben Wheeler TX 75754	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

respects General & Auto Liability and Workers Compensation as required by written contract. 30 Day Notice of Cancellation is provided when required by written contract except in the event of cancellation for Non-Payment of Premium.



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Swingle Collins & Associates		NAMED INSURED Door Control Services, Inc. 321 VZ County Road 4500 Ben Wheeler, TX 75754	
POLICY NUMBER Various		EFFECTIVE DATE:	
CARRIER Various	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability Policy Includes:

- \* Additional Insured - Automatic - form GA2330207
- \* Primary & Non-Contributor - form GA2330207
- \* Waiver of Transfer of Rights of Recovery against Others - form GA2330207
- \* Aggregate per Location/Project Limit - form GA101TX0910

Business Auto Policy Includes:

- \* Additional Insured by Contract - form AA41711105
- \* Blanket Waiver of Subrogation - form AA41720909

Umbrella Liability Policy

- \* Follows form of the underlying Commercial General Liability, Automobile Liability

FELONY CONVICTION NOTICE

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

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

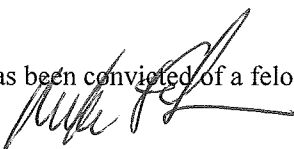
I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Mike Fisher, President for Door Control Services, Inc.  
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: N/A

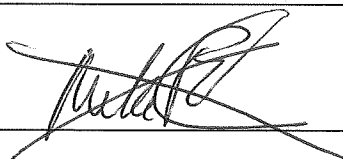
B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: 

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

Name of Felon(s): N/A

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

Signature of Authorized Company Official: 

CERTIFICATION BY CORPORATE OFFERER

**IF OFFERER IS A CORPORATION,**

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Door Control Services, Inc.  
(Name of Corporation)

I, Mike Fisher certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

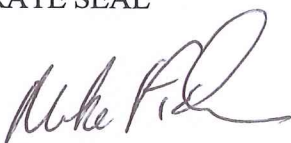
Mike Fisher  
(Name of person who completed proposal document)

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

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

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

CORPORATE SEAL



SIGNATURE

3-14-2017

DATE

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

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

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

YES or NO

**2. If yes, do you agree to comply with the following federal requirements?** (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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

Company Name Door Control Services, Inc.

Print name of authorized representative Mike Fisher, President

Signature of authorized representative 

Date 3-14-2017



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

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

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**I DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

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

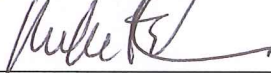
\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

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

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

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

Door Control Services, Inc.  
\_\_\_\_\_  
Name of company expressly waiving confidential status of material

MIKE FISHER PRESIDENT   
\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

321 VZ CR 4500, Ben Wheeler, Tx 75754 903 833 7857  
\_\_\_\_\_  
Address City State ZIP Phone



January 24, 2017

Re: Door Control Services, Inc.

To Whom It May Concern:

It is with pleasure that we express our confidence in our contractor client Door Control Services, Inc. SureTec is rated "A" by A.M. Best.

We have written bonds for Door Control Services, Inc. for 9 years and have approved numerous requests for bid and performance bonds. While we do not have a formal bond limit for Door Control Services, Inc., we would consider any reasonable requests for surety credit. In the past, we have considered bonds in the \$1,100,000 single range with an aggregate limit in the \$2,000,000 range.

Any arrangement for bonds is a matter between Door Control Services, Inc. and the surety and we assume no liability to you or third parties if for any reason we do not execute bonds or if circumstances change after the date of this letter.

Should you have any questions, please feel free to contact me at 972-265-8301.

Sincerely,

*Douglas Fountain*

Douglas Fountain  
Vice President  
SureTec Insurance Company

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

**1** Name of vendor who has a business relationship with local governmental entity.

Door Control Services, Inc.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?


Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**  
  
 \_\_\_\_\_  
 Signature of vendor doing business with the governmental entity  
 Mike Fisher, President

3-14-2017  
 \_\_\_\_\_  
 Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;  
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.