

Physical Security Proposal

for

City of Boerne

402 E Blanco
Boerne, TX 78006

BUDGETARY Access Control Project for Police Department

Revision: 0 Last Modified: 11/27/2019

DataVox TDPS License #B16503

Account Manager

Alex Harris

System Design

Courtney Ferguson



THE INTERLOCAL PURCHASING SYSTEM

TIPS Contract Number: 170306

DataVox

6650 W. Sam Houston Pkwy S. | Houston, TX 77072 | 713-881-5300

www.datavox.net

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DataVox Summary

Since 1988, thousands of businesses have counted on DataVox to be their trusted advanced technology partner. With DataVox, your organization can enjoy the convenience of working with a single company to design, implement and maintain all aspects of their technology needs. From audio visual, to data center, cloud, network technology, network cabling, phone systems and physical security solutions. Our award-winning customer service team is here to assist your organization 24 hours a day, 7 days a week.

Products and Services



Audio Visual



Cisco Systems



Data Center
Technologies



IT Support &
Managed Services



Network
Cabling



Network
Technology



Phone
Systems



Physical
Security

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EXECUTIVE SUMMARY

| Boerne: Access Control | | Installed Price |
|---|--|--------------------|
| Access Control Software, Licenses and Maintenance Agreement | | \$4,488.51 |
| Access Control Hardware | | \$42,249.67 |
| Electrified Door Hardware | | \$3,822.05 |
| Security Cabling | | \$1,150.00 |
| Travel & Expenses | | \$4,987.06 |
| DataVox Management Services | | \$2,366.17 |
| Total: | | \$59,063.46 |
| Total Price (Excludes Sales Tax): | | \$59,063.46 |

BILL OF MATERIALS

Access Control Software, Licenses and Maintenance Agreement

This section describes the access control software, licenses and maintenance agreement that are required for the access control platform.

Boerne: Access Control

- | | |
|---|--|
| 2 | BlueWave Security BlueWave 10 Door Licenses |
| 1 | BlueWave Security BlueWave Professional Software with 10 door licenses. Includes web pages and commissioning import utility. |

Access Control Hardware

This section lists the access control items that DataVox will provide and install for the Customer.

Boerne: Access Control

- | | |
|----|---|
| 2 | BlueWave Security 26bit Wiegand ISO Photo Ready Card (20 pack) |
| 24 | BlueWave Security NetGen 1 Door Ethernet Door Controller - Board Only |
| 5 | BlueWave Security 1 Door Ethernet Kit with Power Supply |
| 1 | BlueWave Security Long Range Proximity Reader |
| 1 | BlueWave Security Long Range Reader with read range up to 16 feet |
| 1 | BlueWave Security Long Range Reader Mounting Kit |
| 4 | BlueWave Security Flexible Sticker Tag for Windshield Pack of 25 |
| 5 | BlueWave Security Proximity reader single gang |
| 1 | DataVox Miscellaneous Consumables and Materials |
| 5 | DataVox Access Control Door Rough In |

Electrified Door Hardware

This section lists the electrified door hardware that DataVox will provide and install for the Customer.

Boerne: Access Control

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- 5 **BlueWave Security**
Door Loops Alloy End - Concealed
- 5 **BlueWave Security**
Electric Strike - Multifunction Cylindrical Lock

Security Cabling

This section describes the physical security cabling services that DataVox will provide and install.

- Cabling routed for horizontal cabling will be routed above the ceiling grid using j-hooks as the support system
- Cable pathway bundles will be supported with 1.25" j-hooks
- The main cable support pathway will be laid out parallel and perpendicular to major building lines and will follow main hallways where applicable
- The secondary cable support paths will be perpendicular to the main pathways
- Any firewalls penetrated for cabling purposes will be resealed with a proper fire rated sealant

Boerne: Access Control

- 500 **DataVox**
DataVox Security 18/4 Cabling
- 500 **DataVox**
DataVox Security 18/6 Cabling

Travel & Expenses

Boerne: Access Control

- 1 **DataVox**
2 Man Team Travel Expenses

DataVox Management Services

General project oversight including Project Management, Engineering, Training, and Documentation labor as describe in this proposal.

Boerne: Access Control

- 1 **DataVox Installation**
 - 1 DataVox
Miscellaneous Consumables and Materials
 - 1 DataVox
Project Management - Planning, Scheduling, Order Processing, Construction Meetings and Wrap Up.
 - 1 DataVox
Commissioning Services, Testing and Tuning
 - 1 DataVox
Design and Engineering Services, CAD Drawings, One-Lines and As-Built Documentation Creation.

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SCOPE OF WORK

Permitting

Access control permitting is not included in this scope of work. DataVox will assist with the permit procedure. All costs and labor associated with the permitting process will be billed to the Customer at cost.

Intrusion permit will need to be submitted, paid and filed by customer at local jurisdiction prior to activating alarm system.

IMPORTANT:

- The Access Control permit will be filed with the city or county as a separate standalone permit. The Access Control permit will not be part of the Certificate of Occupancy permit.
- Intrusion permit will need to be submitted, paid and filed by customer at local jurisdiction prior to activating alarm system.
- If the design of the access control is altered by the Customer, other trades may also be affected. This will affect the permitting process and additional fees will be applied.
- If any changes are made to the original design by the Customer, additional design and permitting fees will apply.
- DataVox is not responsible for failing lock inspection due to the Customer-provided fire panel and exit signs not functioning or designed correctly. Additional fees will be billed back to the Customer.
- Permitting fees and inspections are based on work being performed during normal working hours (Monday through Friday between 7:00AM and 3:30PM. Additional costs may apply if after hours permitting and inspection are required.
- After plans are submitted to the city or county, no changes can be made. The Customer will be billed additional fees for any customer design changes in architecture plans.
- The Customer will provide CAD lighting plans of the building prior to installation.
 - **IMPORTANT:** If the CAD lighting plans are not provided, an additional design fee will be billed.
- The Customer will provide building permit number and all locations of fire pulls, STI stoppers, exit signs, and sprinklers.
- The project plan will not be provided until DataVox receives the above-mentioned CAD drawings
- The Customer will provide a copy of the certificate of occupancy number, if applicable

Customer's initials indicate understanding and acceptance of permitting requirements.

Initial

DataVox Assumptions

- Staging of all project equipment will be done at the DataVox facility
- Doors at the Customer's facility will be in reasonable repair and good operating conditions
- The Customer will provide IP range for card readers prior to installation, including subnet and default gateway
- Any changes in the design or scope of work may result in a charge in the initial quote for the cost of the project
- DataVox is not responsible for existing equipment unless it is stated in the scope of work
- If required, DataVox will be given remote VPN access to the Customer's network during the course of completing this scope of work
- If required, DataVox will be given administrative access to the Customer's network while onsite from a DataVox provided laptop
- DataVox is not responsible for demo of third-party equipment
- Customer will open the necessary ports on their firewall for mobility applications
- Customer is responsible for installation of cameras, programming of VMS, and cabling for cameras and access control doors. If scope of work changes, change orders may be required

Customer's initials indicate understanding and acceptance of these assumptions.

Initial

Testing

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DataVox will verify full functionality of all security systems that are installed by DataVox.

Out of Scope Services

This section lists the services and/or items that are out of scope per this scope of work.

Access Control

- Mag locks and electrified hardware
- PIR motion sensors
- Pneumatic push buttons
- Signage for push to exit
- All power supplies for the customer-provide electrified hardware
- All gate hardware, such as pedestal, gate controller, and any conduit that may be needed
- Firepulls, STI stoppers and exit signs.
- Mechanical hardware to remain in place
- ADA buttons will be disabled
- Doors at the customer's facility will be in reasonable repair and good operating conditions
 - **IMPORTANT:** DataVox is not responsible for manufacturer defects for equipment not provided by DataVox. Any existing door hardware found to be inoperable will result in a change order, if applicable

Electrified Hardware Provided by Others

- If electrified hardware is to be provided by others, then it is the responsibility of the company to provide and install all device. This includes; Power supplies, electrified locks, crash bars, maglocks
- All cabling for electrified locks must be roughed-in and terminated above each door opening.
- Testing of all electrified devices must be completed
- All cabling for customer-provided electrified hardware will be routed from the power supply to electrified lock. Any cabling found inoperable will result in change orders

Security Cameras

- **Programming of switches and server**

Network Equipment

- Server/PC for access control software
- Rack equipment
- All active gear, such as network PoE switches
- UPS/-backup battery

Cabling

- **Security cabling for access control devices, excluding gate**
- Assume all cable routed to single MDF

Conduit

- All conduit work, coring, boring back boxes, pull strings, and sleeves for all security devices will be provided by others
- All conduit pipe and 4x4 box to every man and roll-up door will be provided by others
 - All exterior conduit must be verified during installation process and cannot necessarily be deemed usable during the site survey or sales process. If conduit is proved to be inefficient (i.e. rotten, crushed or too small for additional cable runs), it will result in a change order

Scissor Lift

- Customer will provide scissor and/or boom lift and fuel costs for duration of project. Lift must be easily accessible for the duration of the project. If the Customer is unable to provide a scissor or boom lift, DataVox will provide the appropriate lift and bill back the

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BUDGETARY Access Control Project for Police Department**DVXB-11619**

cost of the lift to the Customer

Standard

- Customer will provide space for onsite storage of tools, equipment, and materials for the duration of the project at no cost
- Customer is responsible for the security of project material and equipment that has been delivered and/or installed on the customer's premise
- Anti-Virus software will not be installed on any server provided by DataVox and is the responsibility of the Customer
- Customer will provide DataVox with the appropriate requirements and prints
- Pay a 25% restocking fee on all returnable items
 - Note: Special ordered items are not refundable
- Demo of existing equipment is outside of this scope of work
- Customer will provide installation personnel with access keys or escorts for DataVox to perform the service in a timely and cost-effective manner
- An appointed representative, to act as a single point of contact for the DataVox onsite foreman or personnel, is required. The customer designee will have the authority to execute written change orders upon an agreement of both parties.
- Manufacturer defects for equipment not provided by DataVox are outside of this Scope of Work
- Activation of any non-standard devices that need to operate with access control are not included. This may include but is not limited to, key switches, strobes, and sirens

BASELINE RESPONSIBILITIES

DataVox Responsibilities

This section lists DataVox's responsibilities for this Physical Security proposal.

- Install all equipment according to manufacturers' specifications, national and local building codes and regulations, and will be in conformity with good engineering practices.
- All equipment will be installed with provisions for the safety of the operator in accordance with the Americans with Disability Act (ADA) guidelines.
- All DataVox staff will dress in a professional manner displaying the DataVox logo, properly using any required Personal Safety Equipment. They will conduct themselves in a professional, courteous and respectful manner to all others present.
- Will maintain a clean working environment, storing tools and equipment when not in use and discarding refuse as often as reasonably possible.
- While DataVox cannot take responsibility for furniture or Customer furnished equipment in the workspace, DataVox will take reasonable precautions to protect all Customer furnished equipment, floors, walls, ceiling tiles, windows and window coverings, and furniture and other surfaces from damage, staining or unreasonable breakage while on site.
- Will appoint a Project Manager (PM) and/or Lead Technician (LT) to oversee the installation. During system implementation, please direct all communications through this designated contact.
- PM or LT will coordinate with other trades to facilitate and expedite project progress. Will inform the Customer of any contractor interference or potential delays which could impede implementation of the Physical Security system, thereby helping to avoid any additional charges.
- Will provide written documentation of any Change Orders (CO) for work requested by the Customer which deviates from the original, approved Proposal and Scope of Works. CO's will be billed at our published labor rates plus materials, shipping, handling, restocking and other charges imposed by suppliers.
- Provide all necessary parts and labor required for complete programming of the physical security solution
- A DataVox engineer will meet with the Customer team to review the necessary programming requirements prior to installation.
- DataVox will only install and configure DataVox provided equipment.
- Provide one-time administrator training.
- Provide the Customer with a 90 day parts and labor warranty, excluding Customer-provided equipment and existing cabling.

Customer Responsibilities

This section lists the Customer responsibilities for this Physical Security proposal.

- Sign off on this Scope of Work prior to installation of equipment.
- Will not require work that is in conflict with any existing agreements with other trades or labor unions.
- Provide space for receipt of project equipment at installation sites.
- Security of project material and equipment, after it is delivered and installed on the customers' premises becomes the responsibility of the customer.
- Provide adequate workspace for the DataVox project team while they are onsite at the Customer's facility.
- Customer will provide DataVox personnel with access, keys, and/or escorts to perform the work in a timely and cost-effective manner. Any delays in the progress of the work will be billed back to the Customer.
- Appoint a representative to act as a single point of contact for the DataVox onsite foreman or personnel. The Customer representative will have the authority to execute written change-orders upon mutual agreement of both parties.
- **IMPORTANT:** Miscellaneous items may be required for completion during project execution which DataVox or the customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the bill of materials, these items will be provided by the customer or the items can be purchased from DataVox following the standard change management process.

PROJECT PRICING SUMMARY

| | |
|---------------------------|-------------|
| Total Installation Price: | \$59,063.46 |
|---------------------------|-------------|

| | |
|--|--------------------|
| Project Price (Excluding Sales Tax) | \$59,063.46 |
|--|--------------------|

Note: Price is valid for 30 days from 11/27/2019

PURCHASE OPTIONS

☐ **Cash Purchase Terms of Payment:**

| <i>Billing Milestones</i> | <i>Percent Due</i> | <i>Amount Due</i> |
|--|---------------------------|--------------------------|
| Due on Signature | 40.00 % | \$23,625.38 |
| Progress Payments | 55.00 % | \$32,484.90 |
| Final Payment- Due on Project Completion | 5.00 % | \$2,953.18 |
| Total Payments (Excluding Sales Tax): | 100 % | \$59,063.46 |

Technology Payment :

| | |
|--|------------|
| <input type="checkbox"/> 36 Month Lease (FMV): | |
| * Payment per month | \$1,912.71 |
| * Deposit (2) months | \$3,825.42 |
| * Payment Excludes Sales Tax | |
| <input type="checkbox"/> 60 Month Lease (FMV): | |
| * Payment per month | \$1,258.47 |
| * Deposit (2) months | \$2,516.93 |
| * Payment Excludes Sales Tax | |

Support Service Agreement :

| <i>Description</i> | <i>Annual Charge</i> |
|-------------------------------------|-----------------------------|
| Essential Support Service Agreement | 16 Hours \$2,400.00 |

(Includes a block of hours which gives guaranteed response times (SLA's). This block of hours agreement will be billed upfront and can be used for:

- Updating current software to the latest version*
- Cleaning of cameras*
- Service Related Calls*
- Preventative Maintenance*
- End-User Knowledge Transfer and many other Physical Security related services*

The Block of Hours contract expires at the end of the first year and will be automatically renewed the following year.

For additional information and contract terms regarding Essential support, refer to attached Support Service Agreement

NOTE: The price assumes that all work will be completed during normal business hours, Monday through Friday between 7:00am and 3:30pm. Work requested by the Customer outside normal business hours will incur additional fees. Initial

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ACCEPTANCE OF PROPOSAL

When (but only when) signed by buyer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this proposal are satisfactory, and are hereby accepted in their entirety. Buyer hereby agrees to purchase the Equipment and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined above. The price quoted in this Physical Security Proposal is based upon the Equipment included in this Physical Security Proposal. Any changes in the Equipment or installation may result in a change in the price. Any such change must be in writing, signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE DATAVOX STANDARD TERMS AND CONDITIONS. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS PHYSICAL SECURITY PROPOSAL. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES.

Buyer acknowledges having read and understood all of the terms and conditions printed in this Physical Security Proposal and acknowledges receipt of a complete executed copy of this Agreement. Buyer understands and agrees that this Physical Security Proposal and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Buyer and by an authorized representative of DataVox.

Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Proposal to be duly executed.

DataVox, Inc.

City of Boerne

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

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TERMS AND CONDITIONS

TIPS for RFP #170306 Technology Solutions, Products and Services Agreement

1. 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.

2. 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.

3. Freight

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

4. 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.

5. 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.)

6. 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.

7. 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)

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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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Payments

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

15. Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing TIPS Members 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 according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase. All pricing submitted to TIPS shall include the participation fee, as provided in the

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solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member. 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.

16. 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@tipsusa.com or call (866) 839-8477 if you have questions about paying fees.

17. 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.
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.

18. 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.

9. Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

20. 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.

21. 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.

22. Purchase Order Pricing/Product Deviation

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

23. Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

24. TIPS Member Purchasing Procedures

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Purchase orders or their equal are issued by participating TIPS member to the awarded vendor

indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

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

25. 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.

26. 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.

27. 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.

28. 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.

29. Smoking

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

30. 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.

31. 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,

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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.

32. Survival Clause

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

33. 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.

34. 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.

35. 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.

36. 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.

37. Scopes 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.

38. 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.

39. 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

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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.

40. 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.

41. 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.

Vendor Supplemental Agreement

42. Changes

The TIPS Member may, by written notice to Vendor, make changes within the general scope of this SOW, in any one or more of the following: (a) drawings, designs, or specifications; (b) project schedule, or (c) scope of services. Within 24 hours of receipt of request for change, Vendor will respond in writing indicating any increase in cost of or time required for performance of the SOW. No changes will be performed until the TIPS Member confirms that they accept cost or time changes.

Should any such changes increase the cost of or the time required for the performance of this SOW, an equitable adjustment may be requested by Vendor in the price, project schedule or both. Every claim must be accompanied by a detailed estimate of charges for materials, services, or both. Nothing contained in this section shall relieve Vendor from proceeding without delay in the performance of the services as changed. Any change to this SOW shall be made by written amendment signed by both parties.

Changes that will impact the scheduling of project resources must be submitted to Vendor at least two (2) weeks prior to the scheduled event. Failure to provide timely notification of a change in schedule that will cause a rescheduling of project resources WILL incur additional charges (For example, if a TIPS Member cancels a scheduled Vendor project activity less than two (2) weeks before the scheduled event, the TIPS Member will be billed at the prevailing rate for the time the Vendor resources were scheduled to perform the activities.)

43. Work Hours

Vendor has priced the professional service proposal assuming that all work will be done during normal business hours which Vendor defines as Monday through Friday, 8:00am to 5:00pm, excluding holidays. The go live activity is the only activity in which Vendor will work after business hours. This project milestone activity can be scheduled outside of normal business hours Monday through Friday, excluding holidays. The start time for the go live activity can be scheduled to start no later than 7:00pm. Any request to perform the system go live or any other activity outside of normal business hours is considered outside the scope of work and will result in additional project costs. Scheduling and availability of resources outside of normal business hours is not guaranteed unless the Project Manager/Coordinator has approved it.