

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

VSC Fire & Security

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS “(TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, 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, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. Vendor's Authorized Resellers. TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. Circumvention of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. State of Texas Franchise Tax. By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. Termination.

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded 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. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. 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 through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of 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 and 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.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale 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, Vendor agrees that no employee of Vendor or a subcontractor 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 unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. 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: 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. 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 the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: VSC Fire & Security

Vendor Address: 185 Arena Road

City: Cabot State: AR Zip Code: 72023

Vendor Authorized Signatory Name: Rob Evatt

Vendor Authorized Signatory Title: VP / Division Manager

Vendor Authorized Signatory Phone: 501-519-3423

Vendor Authorized Signatory Email: revatt@vscfire.com

Vendor Authorized Signature: Robert T. Evatt Jr Digitally signed by Robert T. Evatt Jr
Date: 2023.02.16 08:46:57 -06'00' Date: 2-16-2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 5/24/2023



230105

**VSC Fire and Security
Supplier Response**

Event Information

Number: 230105

Title: Technology Solutions, Products, and Services

Type: Request for Proposal

Issue Date: 1/5/2023

Deadline: 2/17/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS

**"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES"
CONTRACT WILL BE TERMINATED AND REPLACED BY THIS
CONTRACT.**

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF
YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED
TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH
CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS,
PRODUCTS, AND SERVICES" CONTRACT.**

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

VSC Fire and Security Information

Contact: Rob Evatt
Address: 185 Arena Road
Cabot, AR 72023
Phone: (501) 519-3423
Fax: (501) 843-9862
Toll Free: (800) 346-2180
Email: revatt@vscfire.com
Web Address: www.vscfs.com

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

Robert T. Evatt Jr

Signature

Submitted at 2/16/2023 10:16:10 AM (CT)

revatt@vscfire.com

Email

Requested Attachments

Pricing Form 1

1 - 230105 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

2 - 230105 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

4 - 230105 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

5 - 230105 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

6 - 230105 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

7 - 230105 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

10 - VSC W-9 2023.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

11 - ALL #11 ITEM COMBINED.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

12- VSC Sample Conditions & Warranty.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

13 - ALL #13 ITEMS COMBINED.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

14 - VSC Logo.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

AR, TX, OK, MO, MS, KS, TN, MS, AL, GA, FL, SC, NC, VA, WV, MD, DC

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

VSC Fire and Security is a full-service Life Safety, Security, and Technology company founded in 1958. VSC has over 20 locations maintaining customer relations in 16 states and the District of Columbia.

VSC specializes in commercial/industrial design and installation of the following: Sprinkler systems, fire alarms, chemical/foam suppression, access control, video surveillance, backflows, IOT cabling, fiber optics, hand-held extinguisher, intercom, intrusion systems, nurse call, and BDA emergency signal amplification. VSC also offers service after the sale with 24-monitoring, inspections, preventative maintenance, off-site database management, video verification, and cloud-based security services.

VSC employs over 1,100 people and uses "in-house" personnel for all disciplines of design, installation, service, and inspections. Many VSC employees have NICET and BICSI certifications in fire alarm, suppression, sound, CCTV, structured cabling, sprinkler, or inspections. In addition to national certifications, VSC technicians are also factory certified on the system they install.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Rob Evatt

7 Primary Contact Title

Primary Contact Title

VP / Division Manager

8 Primary Contact Email

Please enter a valid email address that will definitely reach the Primary Contact.

revatt@vscfire.com

9 Primary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

10 Primary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

11 Primary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

12 Secondary Contact Name

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

13 Secondary Contact Title

Secondary Contact Title

14 Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

15 Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

16 Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

17	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="5012592977"/>
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18	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Michele Freeney"/>
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19	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="mfreeney@vscfire.com"/>
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20	Administration Fee Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="5018439392"/>
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21	Purchase Order and Sales Contact Name Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input type="text" value="michele freeney"/>
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22	Purchase Order and Sales Contact Email Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="mfreeney@vscfire.com"/>
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23	Purchase Order and Sales Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="5018439392"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.vscfire.com"/>
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25	Entity D/B/A's and Assumed Names You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9. In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="VSC Fire & Security"/>
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2 6	Primary Address Primary Address <input type="text" value="10343-B Kings Acres Road"/>
2 7	Primary Address City Primary Address City <input type="text" value="Ashland"/>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="VA"/>
2 9	Primary Address Zip Primary Address Zip <input type="text" value="23005"/>
3 0	Search Words Identifying Vendor Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation. <input type="text" value="sprinkler, fire, alarm, mass, notification, detection, backflow, suppression, clean agent, fiber, BDA, emergency services, extinguisher, intercom, pa system, structured cabling, UTG, Surveillance, cctv, IP Video, POE, Access control, Nursecall, Monitoring, Inspection, Honeywell, FCI, Notifier, Siemens, Fike, Ansul, AMES, Zurn, Victaulic, Viking, Belden, Commscope, Panduit, Valcom, Bogen, Bosch, Tektone, Avigilon, aiphone, watermist, cornell, DSC, Ademco, DMP, CREE, RS2, Open Path, Open Options, DSX, Alarm.com, Audio, alert, data, WAP, IOT, Farenhyt, Vesda, Bicsi, Nicet, Knox, Novec"/>
3 1	Certification of Vendor Residency (Required by the State of Texas) Does Vendor's parent company or majority owner: (A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas? Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award. <input type="text" value="Yes"/>
3 2	Vendor's Principal Place of Business (City) In what city is Vendor's principal place of business located? <input type="text" value="Ashland"/>
3 3	Vendor's Principal Place of Business (State) In what state is Vendor's principal place of business located? <input type="text" value="VA"/>
3 4	Vendor's Years in Business How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="65"/>

3
5 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

3
6 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

39 "Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

40 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

41 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4
2 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4
3 **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4
4 **Non-Collusive Bidding Certificate**

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This 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 modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves 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;

4 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

5 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

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

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

(4) Neither I nor any representative of Vendor 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.

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

6 **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4 **Required Confidentiality Claim Form**

7 **This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, 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, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

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Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, 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 federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify (Yes)

4
9

Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree (Yes)

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Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

5
1 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees (Yes)

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2 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

Yes, Vendor agrees (Yes)

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3 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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4 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.
6 Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

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Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

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Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our 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 our 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 our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

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5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

6
6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6 **Suspension or Debarment Certification**

7

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

8

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 pursuant to this law.

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.

Vendor certifies:

NONE (Section A): None of the employees of Vendor 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 Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

69 Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

70 Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

71 Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7 5 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

7 6 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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?

7 7 2 CFR Part 200 or Federal Provision - Termination

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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 reserve 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?

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

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Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

7 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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.

Does Vendor certify that it has NOT lobbied as described herein?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

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2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) 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.

Does vendor certify that it is in compliance with these provisions?

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2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

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ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8 2 CFR Part 200 or Federal Provision - Contract Cost & Price

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For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

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Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here.

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

93 **2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

94 **2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

95 **2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

96 **2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 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.

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	VSC Fire and Security
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Cabot School District	Debbie Carr	debbie.carr@cps.ar.us	501.743.3583
Watson Chapel School District	Bill Tietz	btietz@wcmail.k12.ar.us	870.879.0220
Fountain Lake School District	Hayden Fusilier	hfusilier@flcobras.com	501.463.2752

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: VSC Fire & Security

Vendor Authorized Signatory Name: Rob Evatt

Vendor Authorized Signatory Title: VP / Division Manager

Vendor Authorized Signatory Email: revatt@vsconfire.com

Vendor Address: 185 Arena Road

City: Cabot State: AR Zip Code: 72023

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Robert T. Evatt Jr Digitally signed by Robert T. Evatt Jr Date: 2023.02.16 08:45:35 -06'00'

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

Mark Kiemer

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 201363R

Registration Start Date: 1/1/2018

Registration End Date: 12/31/2020



Chair, Registrations & Credentials Supervision Committee



Bicsi
RCDD

Since

3/9/2002



Director of Credentialing

CERTIFICATE
OF
ACHIEVEMENT

PROUDLY PRESENTED TO

Rob Evatt
in recognition of completing the
Access Control Alarm.com Overview



Issued: June 21, 2019

A handwritten signature in black ink, appearing to read "Katie Refano".

Date Presented

Katie Refano
Director of Training

CERTIFICATE
OF
ACHIEVEMENT

PROUDLY PRESENTED TO

Rob Evatt
in recognition of completing the
Access Control Fast Track Assessment



Issued: June 21, 2019

A handwritten signature in black ink, appearing to read "Katie Refano". The signature is fluid and cursive, written over a white background.

Date Presented

Katie Refano
Director of Training

THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED IN PLACE OF BUSINESS

State of Arkansas

Number

CMPY.0001847

License

Date of Expiration

06/23/2020

This is to certify that

United Fire Suppression

is duly licensed to transact business in the State of Arkansas as a

Class E License: Alarm Systems Company - Unrestricted

This license is renewable as provided in A.C.A.

17-40-101 Et. Seq.



Arkansas State Police

LT. Michael Moyer

**Lieutenant Michael Moyer
Administrator**

NON TRANSFERABLE



FIRE · SECURITY

SPRINKLER SYSTEMS
 FIRE ALARM SYSTEMS
 BACKFLOW PREVENTION
 CLEAN AGENT / CO2 SUPPRESSION
 FIBER FUSION AND TERMINATION
 BI-DIRECTIONAL AMPLIFICATION
 HAND HELD FIRE EXTINGUISHER
 KITCHEN HOOD SUPPRESSION
 INTERCOM / PUBLIC ADDRESS
 EXPLOSIVE DUST TESTING
 STRUCTURED CABLING
 VIDEO SURVEILLANCE
 INTRUSION SYSTEMS
 ACCESS CONTROL
 SOUND SYSTEMS
 NURSE CALL
 VIDEO VERIFICATION
 KNOX AUTHORIZED DEALER
 CLOUD BASED ACCESS CONTROL
 MONITORING, TESTING & INSPECTIONS

WWW.VSCFIRE.COM



YOUR WORLD. PROTECTED.





Cabot, AR: 501-843-9392
 Rogers, AR 479-986-9090
 Jonesboro, AR: 870-203-9880
 Texarkana, TX 430-200-4715

VSC Fire And Security is an all encompassing company when it comes to your buildings' fire protection, detection, communications and security needs. From sprinkler systems, fire alarm and data cabling to card access, cameras, intercom or other low voltage solutions, we have the ability to design, install, monitor and maintain your systems. VSC has over 30 years of experience in protecting your company's assets. With three locations in Arkansas and one in Texas, VSC provides fast, reliable and quality service.

FIRE SPRINKLER • FIRE ALARM • CHEMICAL SUPPRESSION

Our name says it first and foremost. We are Arkansas' leader in sprinkler systems, fire alarm, fire suppression and security



STRUCTURED CABLING

In today's ever-changing technology based world, it is essential to have a business partner that can guide you through the needs of your network cabling. Data, cameras, wireless or DAS we are here to help with your cabling needs.



We have partnered with the best names in CCTV and Card Access Control



VSC is one of the states leaders in low voltage installation. Systems such as burglar alarm, intercom, area of rescue and nurse call help to round out our offerings to suit your needs.



Our service continues well past the installation. We can maintain your systems with our wide array of services



TRAINING, CERTIFICATIONS AND ASSOCIATIONS

At VSC we believe in on-going training and education for our employees. On staff we have NICET Technicians in Fire Alarm, Sprinkler, Testing and Suppression. We also employ an RCDD and BICSI certified technicians. We are proud members of many organizations such as BICSI, NFPA and ABC



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EDUCATION

The education market is one of the most diverse markets VSC lends itself to. To be used as a building system or as a learning tool for the students, there are a variety of technology based applications to be found in Pre-K, K-12, Universities and Trade Schools. Below is a sample of what VSC offers for your location.

- FIRE ALARM
- STRUCTURED CABLING
- FIBER OPTICS
- VIDEO SURVEILLIANCE
- ACCESS CONTROL
- INTERCOM
- INTRUSION DETECTION
- WIRELESS NETWORK
- PHONE SYSTEMS

With all our products we offer full design and engineering services. We can also help with post installation, with services such as Monitoring, Preventative Maintenance, and Annual Inspection.

Honeywell



MOHAWK
Cabling Excellence for Open Architecture



comCables

Panasonic



Honeywell

THE POWER OF CONNECTED
 Farenhyt™ Series



NICET Certified design staff and technicians, along with manufacturer training ensures a quality installation.

We are also TIPS TAPS Partners and members of ASPMA!!!



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RETAIL

Security and shrinkage are major concerns in the retail market. VSC has partnered with some of the industry leading manufacturers of cameras, asset tracking, and intrusion detection to help you have piece of mind with your products, employees, and customers. These systems can be stand alone or interconnected to offer an even higher level of security.

- INTRUSION DETECTION
- VIDEO SURVEILLANCE
- ACCESS CONTROL
- DOOR ENTRY INTERCOM
- PHONE SYSTEMS
- VIDEO MONITORING
- OVERHEAD MUSIC
- FIRE ALARM



With all our products we offer full design and engineering services. We can also help with post installation, with services such as Monitoring, Preventative Maintenance, and Annual Inspection.

Licensed & Certified design staff and technicians, along with manufacturer training ensures a quality installation. Contact us today to learn more about these products and how we can help you protect your assets and supply technology needs



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HEALTHCARE

Low voltage systems in the Healthcare market are used by not only the employees, but also the patients and visitors at the locations. Items such as CCTV and Access control monitor the security of the location, and Nurse Call and Patient Stations are direct interfaces between the staff and patients. Cabling installation and HIPPA required Sound Masking are also items provided by VSC

- FIRE ALARM
- NURSE CALL
- VIDEO SURVEILLANCE
- ACCESS CONTROL
- STRUCTURED CABLING
- CHEMICAL SUPPRESSION
- SOUND MASKING

With all our products we offer full design and engineering services. We can also help with post installation, with services such as Monitoring, Preventative Maintenance, and Annual Inspection.



At VSC we believe in certification and continuing education for our design and install team. With critical systems and infrastructure, use a team that you can count on. Contact us today to learn more about these products and how we can help you protect your assets and supply technology needs



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INDUSTRIAL

Life Safety is an extreme concern in industrial situations. You need to feel secure that your facility is not only being protected, but that your employees, contractors and visitors are notified of emergency situations. Proactive security such as CCTV and Access Control aid in maintaining a safe and security location. Let VSC help you design and maintain safety for your location.

- FIRE ALARM
- MASS NOTIFICATION
- CHEMICAL SUPPRESSION
- VIDEO SURVEILLIANCE
- ACCESS CONTROL
- STRUCTURED CABLING
- FIBER OPTICS
- PUBLIC ADDRESS

With all our products we offer full design and engineering services. We can also help with post installation, with services such as Monitoring, Preventative Maintenance, and Annual Inspection.



Correct design and installation starts with proper certification and licensing. VSC fully understands those areas of concern for your location. Use our expertise to your advantage. Contact us today to learn more about these products and how we can help protect your assets and supply technology needs



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GENERAL CONSTRUCTION

As a General Contractor or Electrical Contractor, you need a Low Voltage Partner you can count on. VSC has partnered with manufactures of many different types of systems found in new construction and remodels. We are staffed to handle both small and large scale projects. Our team of NICET and Manufacturer Certified design and installation staff will help you with competitive pricing, project management and a professional installation.

- FIRE ALARM
- STRUCTURED CABLING
- VIDEO SURVEILLANCE
- ACCESS CONTROL
- INTERCOM
- AREA OF REFUGE
- AUDIO / VIDEO
- CHEMICAL SUPPRESSION

With all our products we offer full design and engineering services. We can also help with post installation, with services such as Monitoring, Preventative Maintenance, and Annual Inspection.



Certifications, Experience, Staff, Knowledge and Product Options are just a few of the reasons to choose VSC as your construction partner. Contact us today to learn more about these products and how we can help you protect your assets and supply technology needs



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ASSEMBLY AREAS

Any area that assembles a large group of people has to have special consideration with low voltage systems. Religious buildings, auditoriums, concert halls, amusement parks and other places of large gatherings employ many low voltage systems and interconnections of those systems. VSC can manage the layout of the systems for code compliance and ease of operation.

- FIRE ALARM
- MASS NOTIFICATION
- VIDEO SURVEILLIANCE
- ACCESS CONTROL
- STRUCTURED CABLING
- FIBER OPTICS
- PUBLIC ADDRESS
- AUDIO / VIDEO



With all our products we offer full design and engineering services. We can also help with post installation, with services such as Monitoring, Preventative Maintenance, and Annual Inspection.

NICET, BICSI and manufacturer certifications along with TIPS TAPS purchasing make VSC the company you can partner with to deliver safety, security and technology for your venue. Contact us today to learn more about these products and how we can help you protect your assets and supply technology needs



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FACTORY / MANUFACTURING

Systems installed by VSC can help to minimize downtime, increase security and protect your assets. Interconnection lends itself to an automation of your low voltage systems that work together to save you money. Talk to us about ways to not only keep your workplace safe, but also find ways to increase productivity.

- FIRE ALARM
- VIDEO SURVEILLIANCE
- ACCESS CONTROL
- STRUCTURED CABLING
- FIBER OPTICS
- PUBLIC ADDRESS
- CHEMICAL SUPPRESSION



Technologies



With all our products we offer full design and engineering services. We can also help with post installation, with services such as Monitoring, Preventative Maintenance, and Annual Inspection.

We have the ability and the experience to bring low voltage systems to you that you can count on. NICET certified designers, and manufacturer certified technicians are a winning combination for you. Contact us today to learn more about these products and how we can help you protect your assets and supply



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HOTEL / DORMATORY

Residential long stay locations can have varied levels of low voltage system available to them. Some are mandatory to meet local codes, some are for the security of the residents and some increase the enjoyment of the resident experience. VSC offers multiple types of technology to meet the required needs of your location

- FIRE ALARM
- DOOR ENTRY SYSTEMS
- VIDEO SURVEILLANCE
- ACCESS CONTROL
- STRUCTURED CABLING
- PHONE SYSTEMS
- AUDIO / VIDEO
- FIBER OPTICS
- PUBLIC ADDRESS

With all our products we offer full design and engineering services. We can also help with post installation, with services such as Monitoring, Preventative Maintenance, and Annual Inspection.



Contact us today to see how our trained staff can assist you. Certified designers and installation teams assure you of a finished product that meets your needs, keeps your tenants safe, and helps to maintain a pleasant atmosphere. Contact us today to learn more about these products and how we can help you



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DATA CENTER / I.T. ROOM

Data Center and I.T. rooms require a level of expertise to not only design and install the correct systems, but also have them integrate together. Many of our systems offer redundancy, fast response and certified installation that guarantee the success of your communication and the safety of the data and people in your building.

- STRUCTURED CABLING
- FIBER OPTICS
- FIRE ALARM
- CHEMICAL SUPPRESSION
- ACCESS CONTROL
- VIDEO SURVEILLANCE
- SOUND MASKING
- DOOR ENTRY



THE POWER OF CONNECTED
 Farenhyt™ Series



With all our products we offer full design and engineering services. We can also help with post installation, with services such as Monitoring, Preventative Maintenance, and Annual Inspection.

VSC is qualified to help you with your needs. On staff we have an RCDD, NICET Design, and installation staff for both Fire Alarm and Fire Suppression. Rest assured you are getting a quality partner with VSC. Contact us today to learn more about these products and how we can help you protect your assets and



YOUR WORLD. PROTECTED.

New Products Brochure

Innovative AV Technology Solutions

OMEGA™

OPUS™

velocity™

Omnistream



ATLONA
a **PANDUIT** company



Panduit + Atlona

Panduit + Atlona: The Leader in AV Integration Solutions

Atlona is a Panduit® company, a leading global provider of network infrastructure solutions. Together, Atlona and Panduit offer the AV industry's only end-to-end integration solution that brings together AV distribution and control, enterprise-grade cabling infrastructure, and connectivity for end users.

Atlona designs and engineers innovative, award-winning products for a diverse range of residential and commercial AV and IT markets. Backed by an award-winning 10-year warranty, Atlona's products are developed to enable our customers' ability to connect and collaborate with simplicity.

Now available at atlona.com are Panduit Connectivity & Routing products including table boxes, wall boxes, coupler modules, above floor raceways, and patch cables. These products have been carefully selected to complement Atlona extension, switching, and control devices to deliver robust, reliable, and scalable AV distribution over structured cabling, while also providing a professional finishing touch for any installation. See page 15 for more information about Panduit Connectivity & Routing products.

PANDUIT®



Atlona **Velocity™**

velocity

IP-based platform for AV control and much more

AV control, room scheduling, and asset management

The Atlona **Velocity™ System** is an innovative AV control platform that brings together a unique set of capabilities resulting in easy system scalability and a low cost of ownership.

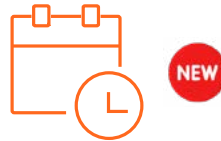
Velocity's IP-based system architecture allows a single, networked processor to serve multiple AV systems simultaneously, leading to overall AV system control efficiency. Velocity also saves valuable time with the ability to configure control systems in minutes, and quickly make system modifications free of extensive programming.

In addition to AV control, Velocity serves as an integrated server for room scheduling touch panels, as well as centrally deploying and managing a network of Atlona AV devices.



TOUCH PANELS OR BYOD

Control AV systems with touch panels or a mobile device (at no extra cost)



ROOM SCHEDULING

In addition to AV control, the Velocity System is a room scheduling server



REMOTE SERVICING

Every Velocity System includes Velocity Cloud Lite monitoring and management



ASSET MANAGEMENT

Atlona Management System (AMS) for configuring and deploying AV devices



FAST CONFIGURATION

Configure control systems in minutes with intuitive navigation and menus



AFFORDABLE SCALABILITY

Integrate multiple AV systems from a single processor and lower your costs



CUSTOMIZABLE GUI

Velocity makes it easy to create a simple, yet elegant and powerful UI



ENHANCE COLLABORATION

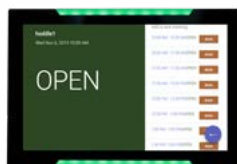
AV integration into Cisco and Zoom meeting spaces with video conferencing



SYSTEM REDUNDANCY

Add a second processor for redundancy and built-in disaster recovery

Atlona Velocity™



Gateway for Velocity System

AT-VGW-HW-3 • AT-VGW-HW-10 • AT-VGW-HW-20

NEW

Hardware server gateways for AV system control, room scheduling, and AV asset management

Serves to up 250 IP device connections

Redundancy with automatic failover available via dual processors

AT-VGW-SW • AT-VRL-SW

NEW

Software server gateway for AV system control, room scheduling, and AV asset management

Designed for hosting on standard IT server infrastructure

Redundancy with automatic failover available via dual processors

AT-VCC-IR-KIT • AT-VCC-RELAY-KIT • AT-VCC-RS232-KIT

Velocity Command Converters for IP conversion to RS-232, IR, and relay / sensor

Touch Panels for Velocity Systems

AT-VTP-550-BL • AT-VTP-550-WH

5.5" capacitive touch screen, 720x1280 resolution

Black and white versions

AT-VTP-800-BL • AT-VTP-800-WH

8" capacitive touch screen, 1280x800 resolution

Black and white versions

Also available: **AT-VTP-TMK Tabletop Mounting Kit**

AT-VSP-800-BL • AT-VSP-800-WH

NEW

Designed for room scheduling with status LED illumination at bezel edges

8" capacitive touch screen, 1280x800 resolution

Black and white versions

Remote Configuration and Management Portal

VELOCITY CLOUD LITE

Included with the Velocity System at no extra cost or subscription

Online resource for creating and centrally managing Velocity control and room scheduling systems for multiple clients and sites

Remotely configure a new Velocity control system from scratch, or modify an existing system in minutes

Continuous system monitoring – quickly assess system and device status

Automate Velocity system backups to the cloud at defined intervals

Easy system restoration by accessing any time-stamped backup

Velocity System Gateways

At the heart of every Velocity System is the gateway, a server that provides the processing to serve multiple rooms of AV control, plus room scheduling panels. Each gateway also includes the Atlona Management System (AMS) for configuring and servicing Atlona switchers and other AV devices, as well as Velocity Cloud Lite remote management and the unlimited use of BYOD mobile devices for AV control.

Hardware Gateway

The VGW-HW is a hardware gateway, available in 3 different room capacity configurations to suit your AV integration requirements. Velocity is the only platform that lets you serve multiple rooms of AV control from one processor.

SKU	AV Control	Room Scheduling*	IP Device Capacity**
AT-VGW-HW-3	Up to 3 rooms	Up to 6 rooms	250 simultaneous IP Connections
AT-VGW-HW-10	Up to 10 rooms	Up to 20 rooms	250 simultaneous IP Connections
AT-VGW-HW-20	Up to 20 rooms	Up to 40 rooms	500 simultaneous IP Connections

* A room can include AV control, room scheduling, or both. For example, with the AT-VGW-HW-10 there can be a total of 6 rooms with AV control only, 4 rooms for control and scheduling, and 16 rooms with scheduling only.

** Total available IP device capacity for AV system control, room scheduling, and AV asset management.

Software Gateway

Also available is the AT-VGW-SW software gateway, for installation on standard IT server infrastructure. It delivers up to 20 rooms with AV system control, with additional rooms available through a simple license (AT-VRL-SW).

SKU	AV Control	Room Scheduling*
AT-VGW-SW	Up to 20 rooms	Up to 40 rooms
AT-VRL-SW	1 additional room	2 additional rooms

* A room can include AV control, room scheduling, or both. For example, with the AT-VGW-SW there can be a total of 12 rooms with AV control only, 8 rooms for control and scheduling, and 32 rooms with scheduling only.

Total available IP device capacity for AV system control, room scheduling, and AV asset management is dependent on server hardware.

Atlona **OmniStream™**

Low latency, networked AV over 1 Gigabit Ethernet

Uncompromised AV over IP performance and reliability

The ultimate AV distribution platform for integrators to design and build flexible, scalable, and cost-effective AV systems – with best-in-class AV over IP performance and reliability over Gigabit Ethernet.

OMNISTREAM PRODUCT FAMILIES – Tailor an OmniStream networked AV system design to your specific needs:

- **OmniStream Pro** – Networked AV designed for conference rooms, boardrooms, and divisible rooms, plus AV distribution over large networks
- **OmniStream R-Type** – Networked AV streamlined for residential and light commercial AV distribution applications
- **OmniStream Audio** – Audio over IP integration via Dante™ and AES67
- **OmniStream USB** – Connect USB devices to PCs and peripherals across a network



4K HDR

Fully compatible with Dolby Vision, HDR10, and HLG @ 60 Hz



CAT 5e

1 GB ETHERNET

Works over new or legacy network infrastructure



PLUG AND PLAY

Ready to go with popular network switches from Cisco, Luxul, Packedge, and many others



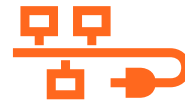
SECURE

Supports IEEE 802.1x, HDCP 2.2, AES-128, and other security protocols



VIDEO WALLS

Simple, effortless setup and configuration for video walls (landscape or portrait screens)



POE

Power all encoders and decoders from a network switch with standard PoE



AV SWITCHING

Virtual auto-switching with grouped or daisy-chained encoders



FAST SWITCHING

Deliver ultra-fast, <10 ms AV switching (1080p output)



DOLBY VISION

The only platform that streams Dolby® Vision™ @ 60 Hz and 12-bit color



Pro Single-Channel Networked AV Encoder

AT-OMNI-111

Single HDMI input
4K HDR including Dolby Vision @ 60 Hz
Supports VR at 2100x1200 @ 90 Hz
Plug-and-play network switch compatibility
Network security including IEEE 802.1x
Local/PoE-powered



Pro Wallplate Networked AV Encoder

NEW

AT-OMNI-111-WP

Single HDMI input
US two-gang enclosure
Interchangeable black or white trim kits
4K HDR including Dolby Vision @ 60 Hz
Plug-and-play network switch compatibility
Network security including IEEE 802.1x
PoE-powered



Pro Dual-Channel Networked AV Encoder

AT-OMNI-112

Dual HDMI inputs with auto-switching
4K HDR including Dolby Vision @ 60 Hz
Supports VR at 2100x1200 @ 90 Hz
Plug-and-play network switch compatibility
Network security including IEEE 802.1x
Local/PoE-powered



Pro Single-Channel Networked AV Decoder

AT-OMNI-121

Single HDMI output
4K HDR including Dolby Vision @ 60 Hz
Supports VR at 2100x1200 @ 90 Hz
Plug-and-play network switch compatibility
Network security including IEEE 802.1x
Audio embedding/de-embedding
Local/PoE-powered



R-Type Dual-Channel Networked AV Encoder

AT-OMNI-512

Dual HDMI inputs
4K HDR including Dolby Vision @ 60 Hz
Plug-and-play network switch compatibility
Local/PoE-powered



R-Type Single-Channel Networked AV Decoder

AT-OMNI-521

Single HDMI output
4K HDR including Dolby Vision @ 60 Hz
Plug-and-play network switch compatibility
PoE-Powered



Audio 16 Output IP to Analog Audio Bridge

AT-OMNI-238

Receives 16 audio streams from OmniStream encoders
AES67-compatible audio over IP streaming
Dante networked audio interface
16 balanced or unbalanced audio outputs
Independent mute and volume control per output



USB over IP System

AT-OMNI-311

Host side USB to IP adapter

AT-OMNI-324

Device side IP to USB adapter
Extend USB peripherals across a local area network
Also ideal for point-to-point USB extension

OmniStream provides the essential foundation for designing complete networked AV systems incorporating signal distribution, control, and system management. The Atlona **Velocity System** is the perfect complement to OmniStream, featuring highly intuitive configuration and user-friendly operation.

Atlona **OMEGA™** Series

AV for modern workspaces and meeting environments



Redefining AV for presentation and collaboration

The **OMEGA Series** is a family of switching, extension, and video processing solutions with features and technologies designed specifically for today's meeting and gathering spaces.

Key Features

- Simple user operation – connect and present (no button to press)
- Built-in automation with auto-switching, display control, and more
- Universal AV connectivity for HDMI, DisplayPort, and USB-C
- Video conferencing hub – USB interfacing for PCs, cameras, speakerphones, and soundbars
- Cost-effective, easily adaptable system designs for a facility, organization, or enterprise

SWITCHER



6x2 Matrix Presentation Switcher with USB

AT-OME-PS62

HDMI, USB-C, and HDBaseT inputs
 USB-C input for AV, data, and device charging
 HDBaseT and HDMI outputs
 4K up/downscaling for HDMI output
 USB 2.0 interfacing and extension up to 330 feet (100 meters)
 Comprehensive audio integration features

SWITCHER



5x2 Matrix Switcher with USB and Wireless Link

AT-OME-MS52W



HDMI, USB-C, DisplayPort, and wireless AV inputs
 USB-C input for AV, data, and device charging
 HDBaseT and HDMI outputs
 Wireless AV gateway for iOS®, Android™, Mac®, Chromebook™, and Windows® PCs
 USB 2.0 interfacing and extension up to 330 feet (100 meters)

SWITCHER



4x2 Matrix Switcher with USB-C

AT-OME-MS42



HDMI, USB-C, and DisplayPort inputs
 USB-C input for AV, data, and device charging
 HDBaseT and HDMI outputs
 4K to 1080p downscaling for HDMI output
 USB 2.0 interfacing and extension up to 330 feet (100 meters)
 Audio de-embedding

SWITCHER



3x2 Matrix Switcher for HDMI and USB-C

AT-OME-SW32

Selectable AV switching modes
 4K/UHD capability @ 60 Hz / 4:4:4 chroma sampling
 Support for HDR formats
 4K to 1080p downscaling
 Audio de-embedding

TRANSMITTER



3x1 Switcher for HDMI and USB-C

AT-OME-ST31A

Mirrored HDBaseT and HDMI outputs
 Designed for remote powering
 Local powering available with optional power supply
 Selectable 4K to 1080p downscaling for HDMI output
 Audio de-embedding

TRANSMITTER



Wallplate Switcher for HDMI and USB-C

AT-OME-TX21-WP-E

2x1 switcher and HDBaseT transmitter
 Two-gang enclosure for EU and UK wallplates
 Interchangeable EU/UK and black/white trim kits
 Remote powering

TRANSMITTER



HDBaseT Transmitter for HDMI with USB

AT-OME-EX-TX

Transmitter for HDMI, Ethernet, power, control, and USB
USB 2.0 interfacing and extension up to 330 ft (100 m)

Remote powering

Also available: **AT-OME-EX-KIT** (with AT-OME-EX-RX)

TRANSMITTER



Wallplate Transmitter for HDMI with USB

AT-OME-EX-TX-WP

Transmitter for HDMI, Ethernet, power, control, and USB
US one-gang enclosure

Interchangeable black or white trim kits

USB 2.0 interfacing and extension up to 330 ft (100 m)

Remote powering

Also available: **AT-OME-EX-WP-KIT** (with AT-OME-EX-RX)

TRANSMITTER



Wallplate Transmitter for HDMI with USB - EU/UK

AT-OME-EX-TX-WP-E

Transmitter for HDMI, Ethernet, power, control, and USB
Two-gang enclosure

Interchangeable EU/UK and black/white trim kits

USB 2.0 interfacing and extension up to 330 ft (100 m)

Remote powering

RECEIVER



HDBaseT Receiver for HDMI with USB

AT-OME-EX-RX

Receiver for HDMI, Ethernet, power, control, and USB
USB 2.0 interfacing and extension up to 330 ft (100 m)

Local or remote powering

Also available: **AT-OME-EX-KIT** (with AT-OME-EX-TX),
AT-OME-EX-WP-KIT (with AT-OME-EX-TX-WP)

RECEIVER



HDBaseT Receiver for HDMI with Audio

NEW

AT-OME-RX11

Receiver for HDMI, Ethernet, power, and control

Local or remote PoE powering

Audio de-embedding

RECEIVER / SCALER



HDBaseT Receiver/Scaler with HDMI input

NEW

AT-OME-RX21

Receiver for HDMI, Ethernet, power, and control

4K up/downscaling

Local or remote powering

Dual Ethernet ports and integrated network switch

Contact closure for screen or display lift control

RECEIVER



Dual HDBaseT Receiver/Scaler with HDMI input

NEW

AT-OME-RX31

Receiver for HDMI, Ethernet, power, and control

Two HDBaseT inputs and an HDMI input

4K up/downscaling

Remotely powers two HDBaseT transmitters

Dual Ethernet ports and integrated network switch

Contact closure for screen or display lift control

RECEIVER



HDBaseT Receiver/Scaler with HDMI input and USB

AT-OME-SR21

Receiver for HDMI, Ethernet, power, control, and USB

USB 2.0 interfacing and extension up to 330 ft (100 m)

4K up/downscaling

Local or remote powering

Dual Ethernet ports and integrated network switch

Contact closure for screen or display lift control

EXTENDER KIT



HDBaseT TX/RX Kit for HDMI with USB

NEW

AT-OME-EX-KIT-LT

Extender kit for HDMI, power, control, and USB

USB 2.0 interfacing & extension up to 130 ft (40 m) for 4K/UHD video

Transmitter powered by receiver

Also available: **AT-OME-EX-KIT** (AT-OME-EX-TX and AT-OME-EX-RX), **AT-OME-EX-WP-KIT** (AT-OME-EX-TX-WP and AT-OME-EX-RX)

Atlona **OPUS™ Series**

Next-generation residential AV distribution



4K HDR matrix switching

The Atlona **Opus™ Series** is the essential, no-compromise 4K HDR distribution solution for premium residential installations requiring whole-house AV distribution over HDBaseT. With Opus, rest assured that you'll be serving yourself or your clients with the latest in video technology – high dynamic range (HDR) – today and for years to come.

Key Features

- HDMI to HDBaseT matrix switchers – 4x6, 6x8, and 8x10
- HDR formats: HDR10 @ 60 Hz, Dolby Vision @ 30 Hz, and HLG
- Flexible, independent audio matrix switcher
- Trigger CEC display control to each output
- Endpoint options: HDBaseT receiver, or 4x1 HDMI + HDBaseT switcher

HDR for the price of 4K

New, lower pricing on the Opus Series matrix switchers. Contact your Atlona representative for more information.



HDR HDMI to HDBaseT Matrix Switcher

AT-OPUS-46M

Four HDMI inputs and HDBaseT outputs
Two HDMI outputs
4K/UHD capability @ 60 Hz with 4:4:4 chroma sampling
Visually lossless VESA Display Stream Compression
Flexible, independent audio matrix switcher



HDR HDMI to HDBaseT Matrix Switcher

AT-OPUS-68M

Six HDMI inputs and HDBaseT outputs
Two HDMI outputs
4K/UHD capability @ 60 Hz with 4:4:4 chroma sampling
Visually lossless VESA Display Stream Compression
Flexible, independent audio matrix switcher



HDR HDMI to HDBaseT Matrix Switcher

AT-OPUS-810M

Eight HDMI inputs and HDBaseT outputs
Two HDMI outputs
4K/UHD capability @ 60 Hz with 4:4:4 chroma sampling
Visually lossless VESA Display Stream Compression
Flexible, independent audio matrix switcher



HDR HDBaseT RX for Opus Matrix Switchers

AT-OPUS-RX

4K/UHD capability @ 60 Hz with 4:4:4 chroma sampling
HDBaseT receiver for HDMI, Ethernet, power, and control up to 330 feet (100 meters)
Remotely powered by Opus matrix switcher
Delivers return audio from a TV over HDBaseT



HDR Four-Input HDMI and HDBaseT Switcher



AT-OPUS-RX41

4K/UHD capability @ 60 Hz with 4:4:4 chroma sampling
HDBaseT receiver for HDMI, Ethernet, power, and control up to 330 feet (100 meters)
Remotely powered by Opus matrix switcher - local powering also available
Delivers return audio from a TV over HDBaseT or to local digital audio output

Atlona **HDVS Series**

Switching, scaling, and extension for huddle rooms

Maximize your software-based conferencing rooms

The Atlona **HDVS-300-C-KIT** provides a fully integrated system solution for video conferencing in huddle spaces and meeting rooms, with multi-format auto-switching, USB and control extension, built-in display control, and a high performance, conferencing PTZ camera.



AT-UHD-HDVS-300-C-KIT

Discover the other members of the groundbreaking HDVS Series: **HDVS-150** and **HDVS-200** plus the **HDVS-SC-RX** with high performance video processing. They're designed for maximizing the potential of your huddle space, meeting room, or remote switcher applications. All members of the HDVS Series offer the convenience of automatic input switching and display control.



NEW

PTZ Cameras

AT-HDVS-CAM • AT-HDVS-CAM-HDMI • AT-HDVS-CAM-HDBT

HD cameras with USB, HDMI, or HDBaseT video interfaces
Available in black or white
High performance imaging, fine detail, and color rendering with 1/2.8" low-noise, HD CMOS sensor
Multi-element zoom lens with 10x optical zoom and a 60.9° horizontal field of view



HDBaseT Transmitter and Receiver Kit

AT-HDVS-150-KIT
3x1 switcher/transmitter
HD video scaler/receiver
RS-232 control
Audio de-embedding
230 ft./70 m transmission
Also available: **AT-HDVS-150-WP-KIT**



HDBaseT Transmitters

AT-HDVS-210U-TX-WP • AT-HDVS-210H-TX-WP
2x1 switcher/transmitter
HDMI and USB-C inputs (AT-HDVS-210U-TX-WP)
Dual HDMI inputs (AT-HDVS-210H-TX-WP)
4K/60 4:2:0
TCP/IP and RS-232 control
Black and white trim kits included
Also available: **AT-HDVS-210U-TX-WP-KIT** and **AT-HDVS-210H-TX-WP-KIT**



HDBaseT Transmitter

AT-HDVS-200-TX
3x1 switcher/transmitter
4K/60 4:2:0
TCP/IP and RS-232 control
Audio embedding
330 ft./100 m transmission
Also available: **AT-HDVS-200-TX-WP**



HDBaseT Receiver and Scaler

AT-HDVS-200-RX
HD video scaler/receiver
TCP/IP and RS-232 control
Contact closure for screen control
Audio de-embedding
330 ft./100 m extension



High Video Quality Scaler, Switcher, and HDBaseT Receiver

AT-HDVS-SC-RX
2x1 switcher/receiver/scaler
HDMI and HDBaseT inputs
Same essential features as the AT-HDVS-200-RX, plus:
Atlona CrystalScale™ Technology
Pristine-quality 4K image scaling and processing

Atlona **CLSO Series**

Multi-format presentation switchers

Simplify complex presentation spaces

The **CLSO-824** is highly versatile and ideal for presentation environments with content on multiple displays, as well as higher education, presentation capture, and divisible rooms. Everything you need is in one product including remote HDBaseT endpoint connectivity, audio integration features, and Ethernet and control extension, plus seamless control and management with Velocity and the Atlona Management System™.



AT-UHD-CLSO-824

Combine the power of the CLSO Series with the flexibility of remote signal extension, switching, and scaling when combined with the **UHD-EX**, **HDVS-200**, and **Omega Series** of transmitters and receivers, as well as the **AT-HDVS-SC-RX** scaling receiver.



8x2 4K/UHD Multi-Format Matrix Switcher

AT-UHD-CLSO-824

Three HDBaseT, four HDMI, and one analog video input
Dual, mirrored HDBaseT and HDMI outputs
4K/UHD capability @ 60 Hz / 4:2:0 chroma subsampling
Audio processing features plus matrix mixing
RS-232 routing to local and remote devices



4K/UHD Six-Input Multi-Format Switcher

AT-UHD-CLSO-601

Four HDMI and two analog video inputs
Mirrored HDBaseT and HDMI outputs
4K/UHD @ 30 Hz with integrated scaler
Audio processing features and breakaway switching
RS-232 routing to local and remote devices



4K/UHD Six-Input Multi-Format Switcher

AT-UHD-CLSO-612ED

Two HDBaseT, two HDMI, and two analog video inputs
Mirrored HDBaseT and HDMI outputs
4K/UHD @ 30 Hz with integrated scaler
Audio processing features and breakaway switching
RS-232 routing to local and remote devices

Atlona **SW Series**

High performance AV switching

Designed for:
USB-C • HDMI • Wireless BYOD • DisplayPort

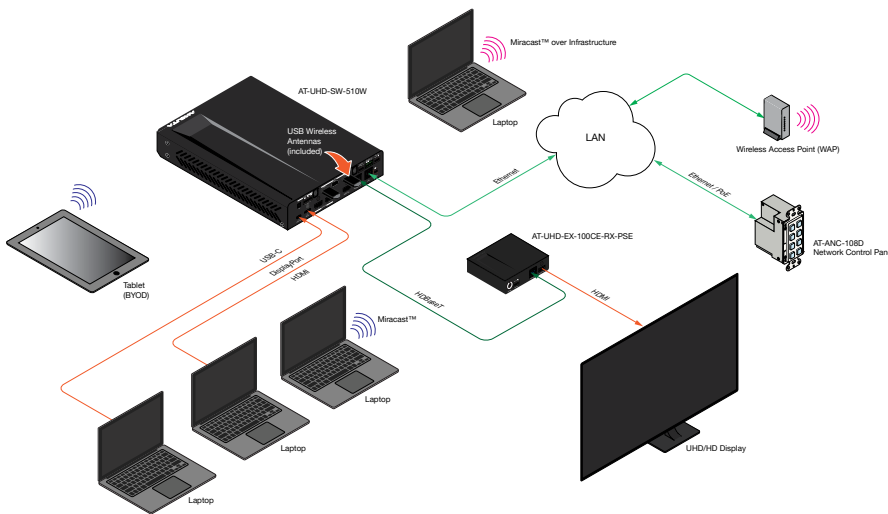
The definitive BYOD solution for wireless AV

The Atlona **SW-510W** is tailor-made for BYOD in huddle rooms and teaching spaces. It begins with a universal means to connect to the screen wirelessly, and offers secure signal transmission, auto-switching, display control, plus the industry's first USB-C-equipped switcher. See full product details and learn more at: atlona.com/sw-510w



AT-UHD-SW-510W

Miracast™ • AirPlay® • Google® Cast™



KEY FEATURES:

- Native wireless device integration, no app to install for iOS®, Android™, or Windows® (Miracast)
- Connect HDMI, DisplayPort, and USB-C sources
- Dual outputs for 5x2 mirrored or matrix switching
- Automatic switching and display control for wired and wireless AV signal presence
- Secure wireless access and AV signal transmission
- Moderator mode for managing up to four wireless-connected devices
- Also ideal as a technology / wireless BYOD upgrade for legacy AV systems



Switchers with HDMI Outputs

AT-UHD-SW-51

5x1 HDMI switcher

AT-UHD-SW-52

5x1 HDMI switcher with mirrored outputs
Balanced audio output



Switcher with Mirrored HDMI and HDBaseT Outputs

AT-UHD-SW-52ED

5x1 HDMI switcher
Enhanced system integration with UHD-EX and HDVS Series receivers
Balanced audio output
Enhanced IR control



Switcher with HDBaseT inputs and Mirrored HDMI and HDBaseT Outputs

AT-UHD-SW-5000ED

5x1 HDMI and HDBaseT switcher
Enhanced system integration with UHD-EX and HDVS Series transmitters and receivers

Atlona HDR Series

The AV industry's definitive 4K HDR solution provider

4K HDR integration building blocks

The **AT-JUNO-451** is a compact, problem-solving switcher engineered for 4K/UHD and HDR-capable sources and displays. It's compatible with 4K HDR10 and Dolby Vision @ 60 Hz and fully supports video resolutions, audio formats, and color space formats in the HDMI 2.0b specification. With EDID management, auto-switching, and full control capabilities, the JUNO-451 is at home in residential or commercial applications. Also available as the **JUNO-451-HDBT** with an HDBaseT input, ideal as a local switching companion to the **Opus Series** and **UHD-PRO3 Series** matrix switchers.



AT-JUNO-451

Atlona offers a family of products to extend and distribute 4K/60 4:4:4 and 4K HDR video, all designed to deliver pristine-quality image presentations in residential and commercial applications.

TRANSMITTER & RECEIVER



HDMI over HDBaseT TX/RX with Ethernet, Control, PoE, and Audio

AT-HDR-EX-100CEA-KIT

HDBaseT extender kit for HDMI, audio, power, and control up to 330 ft. (100 m)
4K/60 4:4:4
Compatible with 4K HDR10 @ 60 Hz & Dolby Vision @ 30 Hz
HDCP 2.2 compliant
RX to TX audio return via optical pathway
HDBaseT link status testing

TRANSMITTER & RECEIVER



HDMI Over HDBaseT TX/RX with Control and PoE

AT-HDR-EX-70C-KIT

HDBaseT extender kit for HDMI, power, and control up to 230 ft. (70 m)
4K/60 4:4:4
Compatible with 4K HDR10 @ 60 Hz & Dolby Vision @ 30 Hz
HDCP 2.2 compliant
HDBaseT link status testing

TRANSMITTER & RECEIVER



HDMI Over HDBaseT TX/RX Kit

AT-HDR-EX-70-2PS

HDBaseT extender kit for HDMI up to 230 ft. (70 m)
4K/60 4:4:4
Compatible with 4K HDR10 @ 60 Hz & Dolby Vision @ 30 Hz
HDCP 2.2 compliant
HDBaseT link status testing

MATRIX SWITCHERS



4x4 and 8x8 HDMI to HDMI Matrix Switchers

AT-HDR-H2H-44MA • AT-HDR-H2H-88MA

4K/60 4:4:4
Compatible with 4K HDR10, Dolby Vision, and HLG (Hybrid Log-Gamma) @ 60 Hz
HDCP 2.2 compliant
Independent CEC display control to each output
HDMI audio de-embedding for each output

DISTRIBUTION AMPLIFIERS



Two, Four, and Eight-Output HDMI Distribution Amplifiers

AT-RON-442 • AT-RON-444 • AT-RON-448

4K/60 4:4:4
Compatible with 4K HDR10, Dolby Vision, and HLG (Hybrid Log-Gamma) @ 60 Hz
HDCP 2.2 compliant
EDID management
Supports cascading up to eight units

AUDIO



Single and Four Source Multi-Channel Audio Converters

AT-HDR-M2C • AT-HDR-M2C-QUAD

HDMI audio de-embedding and multi-channel audio downmixing
4K/60 4:4:4
Compatible with 4K HDR10 & Dolby Vision @ 60 Hz
HDCP 2.2 compliant

Atlona **Pocket™** and **LinkConnect™**

Cable access enclosure and cables

Provide easy access for meeting participants

The Atlona Pocket 3H (**AT-PKT-3H**) is a tabletop cable access enclosure with a low-profile design. The Pocket 3H Kit (**AT-PKT-3H-KIT**) bundles three, 2 meter (6.6 ft) LinkConnect™ cables to get you going out of the box. One each of the cables shown below are included in the kit.

The **AT-DISP-CTRL** provides automatic control for displays in small meeting rooms. It's the perfect complement to the Pocket 3H and LinkConnect cables.



Architectural Cable Access Enclosure

AT-PKT-3H

- Tabletop cable access enclosure
- Under-table cable management system
- Supplied insert holds three cables in place
- Low-profile design for any modern or traditional décor
- Convenient under-table bag conceals cables
- Also available: **AT-PKT-3H-KIT** with AV cables



Display Controller



AT-DISP-CTRL

- Ideal for huddle rooms without AV systems
- Simple, automated display control via IP, RS-232, IR, or CEC
- Programmable display control modes
- Local or PoE (Power over Ethernet) powering
- Comprehensive display driver selection from the Velocity Control System database



LinkConnect HDMI to HDMI Cable

AT-LC-H2H

- HDMI to HDMI cables
- Available in 1, 2, and 3 meter lengths
- Locking HDMI connector
- Lifetime limited product warranty



LinkConnect Mini DisplayPort to HDMI Cable

AT-LC-MDP2H

- Mini DisplayPort to HDMI cables
- Available in 1, 2, and 3 meter lengths
- Locking HDMI connector
- Lifetime limited product warranty



LinkConnect USB-C to USB-C Cable

AT-LC-UC2UC

- USB-C to USB-C cable
- 2 meter (6.6 feet) length
- Compatible with USB 3.1 Gen 1 specification
- Lifetime limited product warranty

Panduit Products

Enterprise-grade cabling infrastructure and AV connectivity

Panduit Connectivity & Routing Products

Panduit® Connectivity & Routing products provide a professional finishing touch for any installation. The collection of table boxes, wall boxes, coupler modules, above floor raceway, and patch cables are ideal for discreetly installing AV devices and managing cabling for conference rooms, huddle spaces, classrooms, training spaces, and more. Panduit Connectivity & Routing products have been carefully selected to complement Atlona extension, switching, and control devices to deliver robust, reliable, and scalable AV distribution over structured cabling, while also providing a pleasing aesthetic.

For more information about these products, please visit: atlona.com/panduit.

NOTE: Panduit Connectivity & Routing products are available only to Atlona customers in the United States.



Panduit Nook Style Table Box

PND100

Provides connectivity and power at a conference room table or podium. Access door opens and slides into the unit for full access to customizable NetKey® and Mini-Com® connections within.



Panduit HDMI Retractable Cable

PND400

HDMI cable management solution for the PND100 nook style table box. Provides up to 4 feet of HDMI cable for connecting sources, then retracts cable into enclosure when not in use.



Panduit Tilt Up Style Table Box

PND110

Provides connectivity and power at a conference room table or podium. Press the top to tilt cover and reveal customizable NetKey® and Mini-Com® connections.



Panduit Pan-Way® Above Floor Raceway

AFR4 Series

Designed for installations where it is not possible to route data, AV, and power cables through floor or ceiling conduit. Numerous color and fitting options are available.

Panduit **Products**



Panduit AV In-Wall Box – Small

CMBBSWH

Ideal for installing active equipment and managing cables behind a flat panel display or projection screen. Small version offers equipment mounting area of 7.25" x 14".



Panduit AV In-Wall Box – Large

CMBBLWH

Ideal for installing active equipment and managing cables behind a flat panel display or projection screen. Large version offers equipment mounting area of 14" x 14".



Panduit TX6A™ 10Gig UTP Patch Cable

UTP6A Series

Category 6A UTP patch cables that include patented MaTriX technology to suppress alien crosstalk for cost effective transmission of AV over IP, HDBaseT, and network data.



Panduit TX6A™ 10Gig Shielded Patch Cable

STP6X Series

Shielded twisted pair cables that offer high performance and excellent EMI suppression for reliable transmission of AV over IP, HDBaseT, and network data.



Panduit Mini-Com® HDMI and USB Coupler Modules

CMHDMI • CMUSBAA

HDMI and USB couplers that allow Panduit Mini-Com® table box frames to be customized to suit connectivity requirements.



Panduit NetKey® HDMI and USB Coupler Modules

NKHDMI • NKUSBAA

HDMI and USB couplers that allow Panduit NetKey® table box frames to be customized to suit connectivity requirements.



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E7000 SERIES

The Modern Educator's Digital Communication Solution for safer, better managed schools

Nyquist E7000 is a software-based state-of-the-art IP paging and intercom solution that leverages the latest digital, mobile, and software technologies to address today's educational environments, security challenges, and mobile lifestyles. But to call it a paging and intercom system is to understate its capabilities. The E7000 Series is a suite of powerful, yet easy to use tools that allows educators to quickly and effectively manage campus and district-wide communications.

E7000 is built upon Bogen's award winning Nyquist IP communications platform that features a rich software suite with an intuitive web-based graphical user interface (GUI). The GUI offers map-based paging and intercom management with hierarchical drill-down views, station supervision with email alerts, and text-to-speech functionality for scripted announcements. E7000 also provides analog telephone support via 24-port VoIP gateways.

E7000 software resides on a network server, which can be a Nyquist System Controller (NQ-SYSCTRL) or a user provided server, and utilizes existing LAN/WAN and/or legacy "home-run" cable infrastructure for two-way data and communication flow. IP phones and purpose-built appliances provide convenient communication control and interoperability with third-party devices.

E7000 HIGHLIGHTS

- Easy to install, expand, and use
- Accessible – administrators, technicians, and other key users can access the system on web-enabled devices – desktop or mobile*
- Compatible with legacy intercom infrastructure, including re-use of existing analog speakers, call switches, and cabling (with use of the NQ-E7030 Analog Station Bridge appliance)
- Enables any standard analog speaker to be transformed into a VoIP intercom speaker (with use of the NQ-GA10P appliance)
- SIP device and trunk support (IP-PBX, VoIP phones, and VoIP speakers)
- Audio feature rich
 - Songs/Playlists
 - Call monitoring and recording capability
 - Announcements
 - Networked audio distribution
- Available integrations with PBXs, security systems, relay control, time systems, and third-party PA systems
- Flexible – easily add features, stations, and facilities with virtually unlimited scalability*

* When supported by the facility's infrastructure.

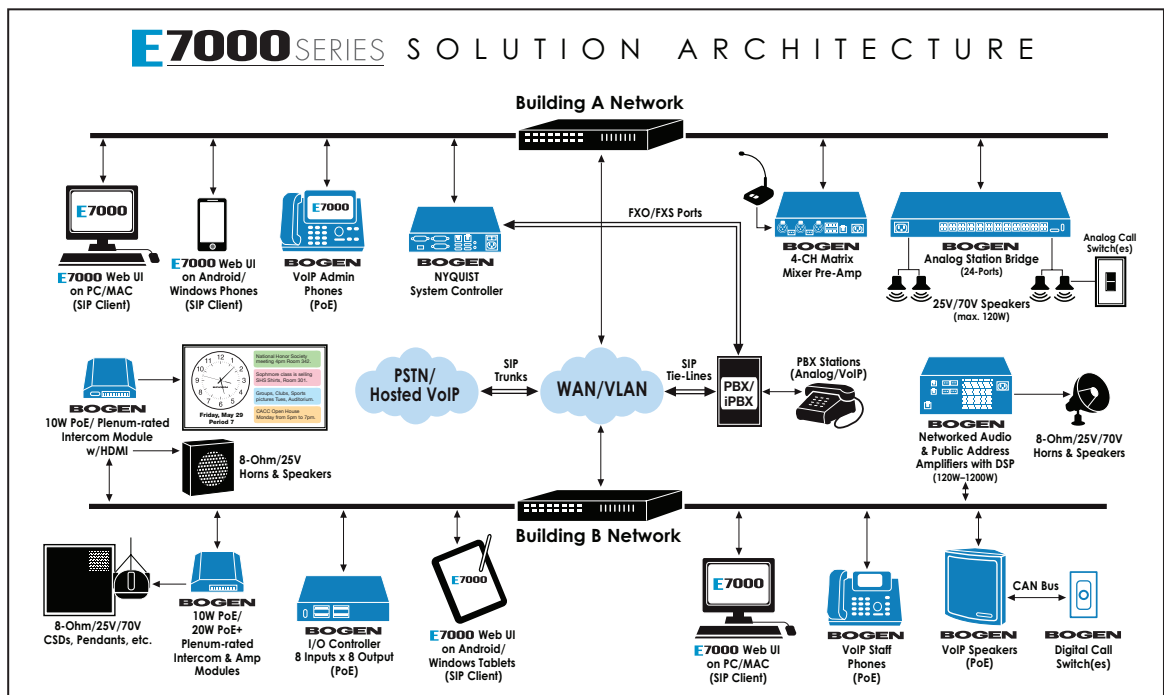
Virtually Unlimited Scalability

Without the limitations of purely hardware-based systems, E7000 can expand as the user's needs expand. The system can accommodate an infinite number of stations, facilities, zones, and bell schedules.

Easy and Economical to Install

E7000 integrates with the existing facility's cabling. Many of the Bogen E7000 appliances are PoE devices. With E7000 there are no bulky racks to build; simply install the E7000 server software, then plug in the endpoint devices and appliances. All appliances are auto-discovered by the server to facilitate fast and easy system set up.

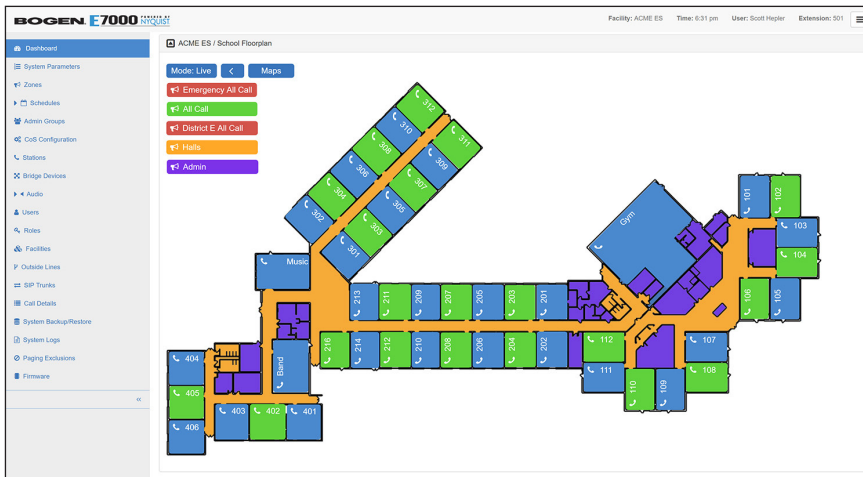
E7000 can be integrated with existing analog cabling as well as IP-only networks



Easy Graphical User Interface (GUI)

Administrators, educators, and support staff are going to love E7000! Users interface with the system either through a compatible VoIP Admin phone or via a browser-based GUI (Fig 1) on desktop and laptop computers, smart phones, and tablets, allowing users to access the system no matter where they are in the connected world.**

Figure 1 - The main Dashboard of E7000 Graphical User Interface



The core principle of the E7000 user interface is simplicity. Form follows function, resulting in an interface that is functional, intuitive, and aesthetically pleasing.

The new map-based paging and intercom feature makes launching pages and announcements even more intuitive.

The optional text-to-speech feature eliminates the need to audibly record scripted announcements.

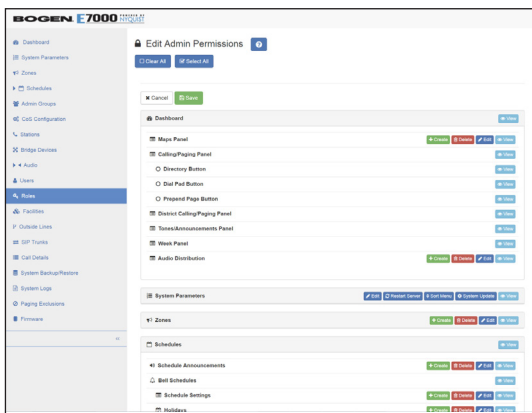


Figure 2 - E7000 makes it easy to define roles and permissions

The E7000 GUI allows people with a broad spectrum of technical proficiencies to use the system. Buttons are large and clear; text is simple and legible. Embedded tooltips and guides aid in user self-sufficiency. Technical administrators can assign individual users permissions appropriate for their role and proficiency (Fig.2).

** With iOS devices the Dashboard does not function, but all other features are accessible via the menu

E7000 CAPABILITIES

- **Enhanced Security and Safety** - Instantaneous accessibility to campus and district-wide communications vital for the safety and security of students and staff. E7000 can help with features such as call monitoring, call recording and playback, emergency paging with pre-programmed announcements, and much more.
- **Security Device Integration** - E7000 interfaces with select third-party security devices such as access control alarm systems, and sensors via the programmable I/O Controller appliance.
- **Unlimited Scheduling** - Administrators can take full control of scheduling functions via E7000's powerful web-based user interface.
- **Unmatched Audio Capability** - Bogen's 85-year history of audio excellence is evident in the range and quality of audio features.
- **State-of-the-Art Paging and Intercom** - Paging and Intercom functions are brought to new levels of sophistication and control with E7000.
- **Convenient and Powerful Configuration and Maintenance** - IT and Facilities technicians can remotely access the system's GUI. Wherever they are, technicians have the ability to program, diagnose, and control.
- **Telephony – Integrated and Elevated** - E7000 easily integrates with virtually any VoIP or analog phone system to create a seamless communication platform.

NYQUIST SYSTEM CONTROLLER

Bogen's Nyquist System Controller offers a cost-effective means to deploy E7000 using a purpose-built processing platform preinstalled with the E7000 application server software. Alternatively, a dealer or school-furnished custom built server can be used instead.

E7000 SYSTEM SERVER REQUIREMENTS

Instead of using the Nyquist System Controller, you can select to install the Nyquist E7000 application on a server provided by the school system's IT department or the installing Bogen dealer. Ideally, there would be one server in each facility, although multi-school campuses could use a single centrally located server. Minimum server requirements are as follows:

- OS– Debian Linux OS (AMD 64-bit version) release 8.10.0 or later
- CPU– Quad-core Intel-based processor running at 3.0 GHz or higher
- Memory– 8 GB RAM
- Disk Storage– One 250 GB disk drive (A RAID configuration is recommended for redundancy and high availability.)
- NIC– 10/100/1000 MB Ethernet port
- PCI Expansion Slots– One or more PCI/PCIe slots if telephony network connectivity other than, or in addition to SIP trunking is needed

NYQUIST™ The E7000 Series is built upon Bogen's award winning Nyquist software-based IP communications platform, which provides users with unparalleled flexibility and scalability in whatever their application.



4", 6-digit ceiling mount



4", 4-digit wall mount

FEATURES

- 3 year warranty
- Time zone management
- Supports up to 10 SNTP servers for redundancy
- Supports Daylight Saving Time
- 12/24 Hour Mode with PM indicator
- Power over Ethernet (IEEE802.3af)
- DHCP or Static IP addressing
- Network Clock Connect configuration
- Programmable brightness controls (High, Low, Sleep, Off)
- Countdown timer
- Scheduling (Buzzer/Relay) - maximum of 100 scheduled events

OPTIONAL FEATURES

- Configurable date/time toggle durations
- Calendar Clock Display Modes:

MM:DD:YY	DD:MM:YY	YY:MM:DD	M:D:YY	D:M:YY	YY:M:D
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CERTIFICATIONS

- Electromagnetic Emissions
 - EN 55032:2012/AC:2013 Class B
 - FCC 15.107:2018 Class B
 - FCC 15.109:2018 Class B
 - ICES-003:2016 Class B
- Electromagnetic Immunity
 - EN 55024:2010
- Safety CB

DESCRIPTION

Power over Ethernet (PoE) is a recognized standard (IEEE802.3af) for delivering power over an Ethernet cable. PoE uses a single CAT5 or higher Ethernet patch cable to provide both power and synchronization signals, saving on installation costs and maintenance. It is recommended that an Un-interruptible Power Supply (UPS) be part of the Ethernet network system to maintain clock function during a power outage.

Enclosure constructed of polished black anodized aluminum.

PoE clocks with the buzzer option have a decibel rating of 65 dBA at 10 feet. Up to 100 events can be scheduled and managed with Network Clock Connect.

Download at: <http://www.american-time.com/support/product-documentation?t=10>

ORDERING INFORMATION

- PGEXXXXXE- Base version
- PGEXXXXXEB - Base w/Buzzer
- PGEXMXXXXE - Base w/Calendar
- PGEXMXXXXEB - Base w/Calendar & Buzzer

Note: The X's are model dependent

Accessories

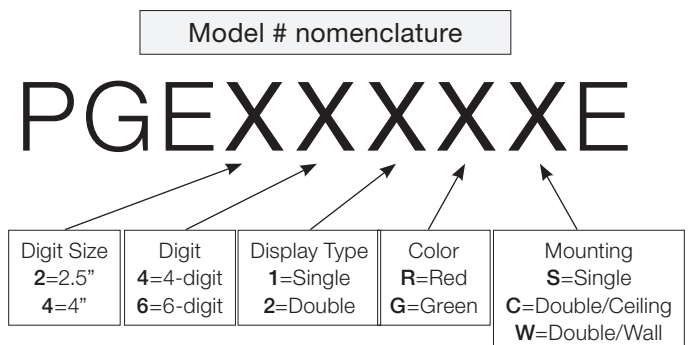
TMA200 Single port PoE injector

Note: PoE clocks are factory set to your time zone. Please specify when placing an order.

(optional) **CALENDAR**



2.5", 4 and 6-digit



SPECIFICATIONS

Dimensions (not including ceiling mounting plate or wall endcap):

Digital Clocks: 2.5" display: 4 & 6 digit - 12.250" x 5.1875" x 5"d

4" display: 4 digit - 12.250" x 6.8750" x 5"d

4" display: 6 digit - 17.250" x 6.8750" x 5"d

Weight: Digital Clock: Varies by model

Power Consumption (both sides combined): PoE, IEEE 802.3af compliant

Size	Digits	Color	Power average	Power Max
2.5"	4	Green	10.0W	12.0W
		Red	11.0W	14.0W
	6	Green	12.0W	14.0W
		Red	13.0W	16.0W

Size	Digits	Color	Power average	Power Max
4"	4	Green	10.0W	12.0W
		Red	11.0W	14.0W
	6	Green	12.0W	14.0W
		Red	13.0W	16.0W

Operating Temperature:..... 32°F to 104°F (0° to 40°C)

Operating Humidity: 95% maximum, non-condensing

Accuracy: ±1 second

BUZZER/RELAY OPTION SPECIFICATIONS

Dry contact closure

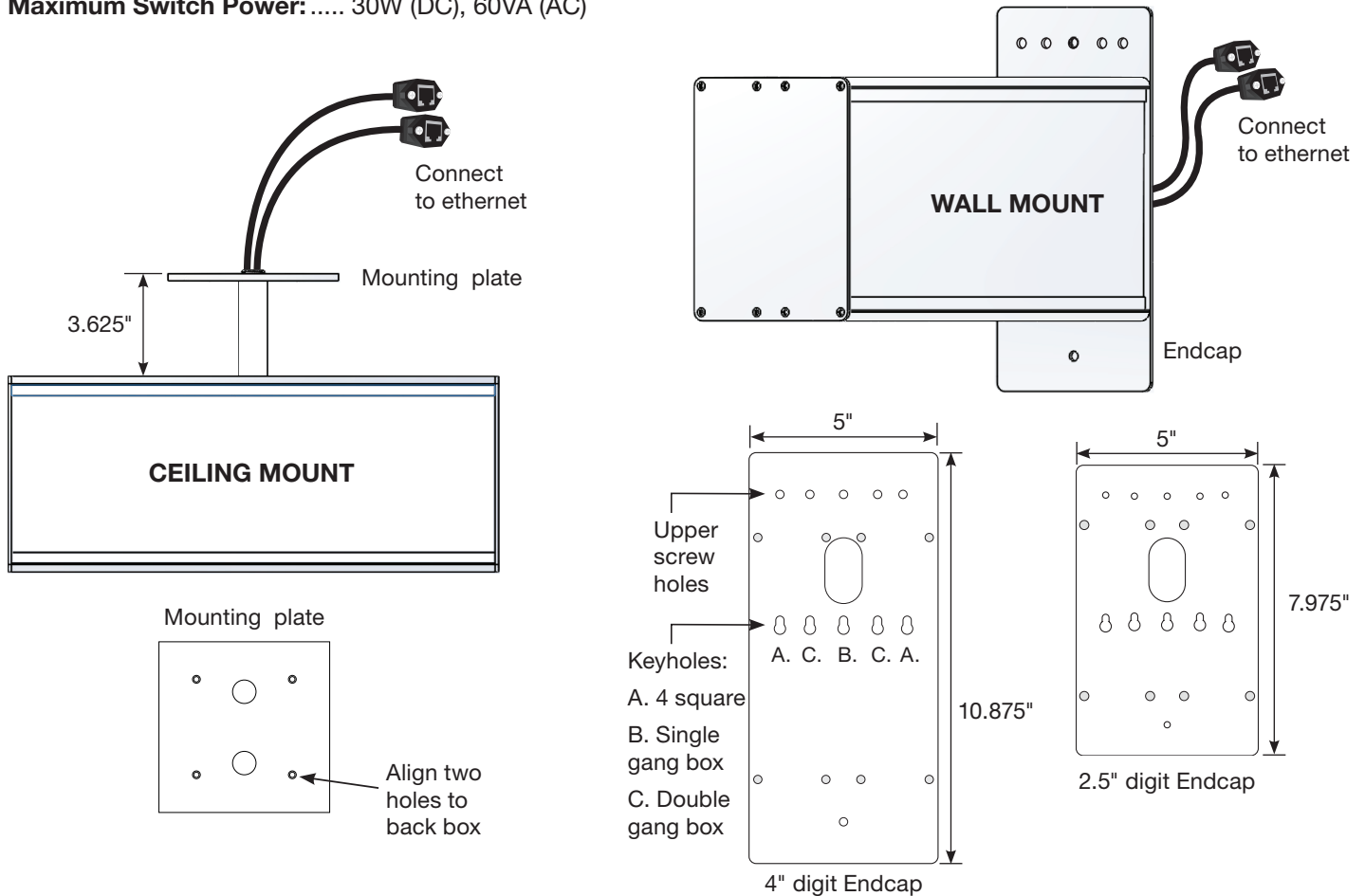
Wiring for internal relay closure:

Maximum Voltage:..... 125vdc, 150vac

Maximum Switched Current: 1A

Maximum Carrying Current: 1A

Maximum Switch Power: 30W (DC), 60VA (AC)



At American Time, we continually strive to improve our products to meet our customers' needs and to provide the best possible value. The above specifications are believed to be correct, are subject to change without notice and may otherwise vary from the above. Please call if you need verification of any specifications or the suitability of a particular product for a particular application. © American Time



TOPCAT NEW

Ceiling-mount classroom audio with wireless integration

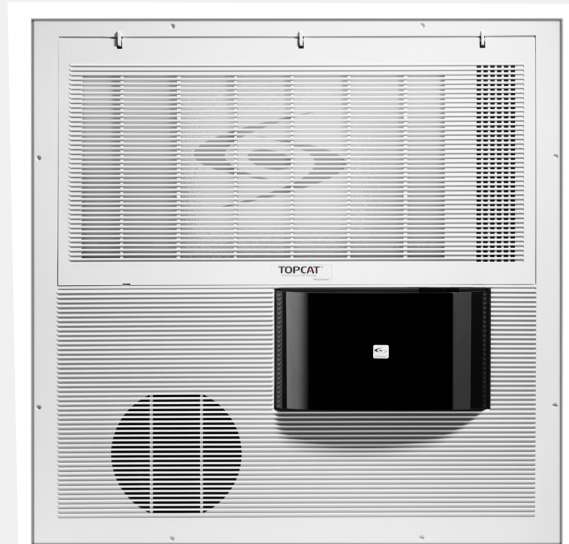
Aesthetically pleasing, TOPCAT is the wireless overhead classroom audio system that disperses a full range of sound evenly throughout the room. Whether it's new construction or retrofit, TOPCAT's all-in-one design lays neatly into the suspended ceiling and generates immediate installation cost savings for school districts. The wireless Media Connector brings connectivity to the teaching station and eliminates long cable runs. The four input device transmits multimedia audio to the TOPCAT for crystal clear sound distribution and receives audio back for recording and assistive listening applications.



Media Connector



REDMIKE[®] vc
Compact microphone
with volume control



Features

- Flush mounted in-ceiling design blends with the room décor
- Hybrid speaker technology – High speech intelligibility with wide sound distribution across the room
- REDMIKE VC – small, light weight, easy to use microphone with volume control
- Two infrared microphone channels allow both teacher and student pass-around microphones to be used
- Four multimedia inputs and one audio output for easy connection to classroom audio sources
- Bi-directional wireless Media Connector maximizes integration with classroom technology
- PageFirst Technology – emergency page priority (optional add-on)
- Allows for direct connection into AC Mains above ceiling tiles
- Plenum-rated enclosure – suitable for use in air handling spaces

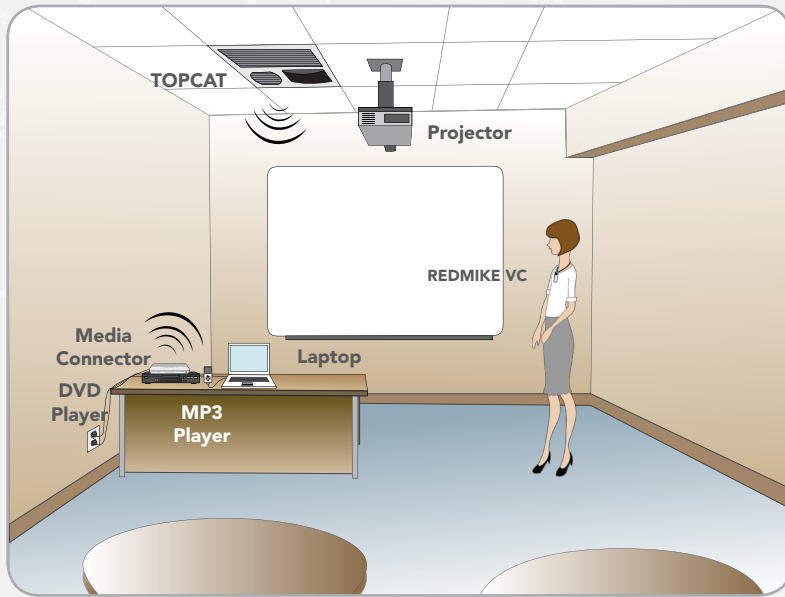
Environmentally
Friendly



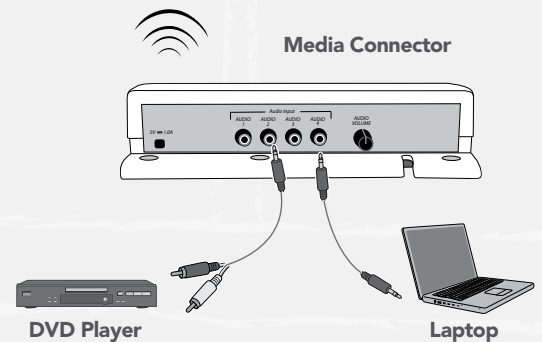
Lead-free
construction



Classroom Audio Integration



TOPCAT ceiling installation



TOPCAT Specifications

Power Output Level	20 watts RMS
Acoustic Frequency Response	60 Hz to 18 kHz -10dB
Integrated Hybrid Speaker System	Exciter technology sound panel & low frequency cone driver
IR Microphone Carrier Frequencies	2.06 / 2.54 MHz
Wireless Media Connection	DECT 1.9 GHz (wideband)
PageFirst Input	2-pin euro-block w/ sensitivity adjust
AC Power Input	100-240V ~ 50/60Hz 1.5A
DC Power Input	24V / 2.5 A
Dimensions (W x D x H)	24" x 24" x 4" (595 x 595 x 102mm)
Weight	22 lbs (10 kg)

Media Connector Specifications

Audio Inputs	3.5mm stereo (x4) w/ master volume
Audio Output	3.5mm stereo (x1) mixed w/ volume
DC Power Input	5V / 1.0 A
Dimensions (W x D x H)	8.75" x 5.40" x 2.0" (222 x 137 x 51mm)
Weight	14.75 oz. (418 g)

Add a Second Microphone

REDMIKE VC REDMIKE Share

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LIGHTSPEED TECHNOLOGIES

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 TOLL FREE: 1.800.732.8999 / PHONE : 503.684.5538 / FAX : 503.684.3197
 WWW.LIGHTSPEED-TEK.COM



**Utility Grade
INFRASTRUCTURESM**
by Anixter

ANIXTER



UTG TECHNICAL APPLICATION GUIDE

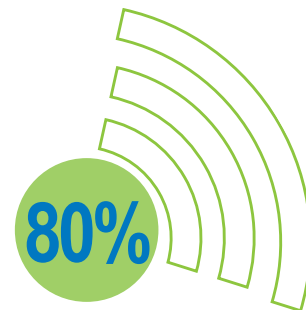
Build. Connect. Power. Protect. Services. Worldwide.

This Application Guide will provide you with a better understanding of why utility grade infrastructure is required to facilitate digital transformation for today's leading organizations. It will also detail unique aspects of Anixter's Utility Grade INFRASTRUCTURESM (UTG) program, including how it is superior to existing solutions, testing and performance attributes, UTG innovation partners and the UTG certified integrator program.

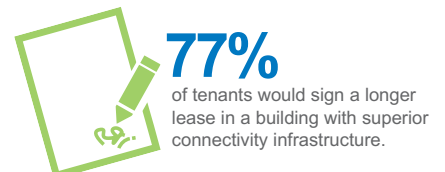
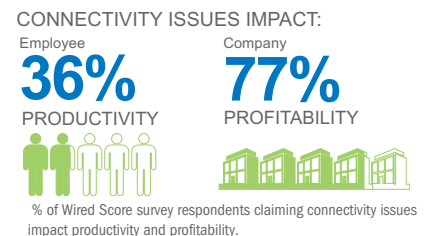
THE NEED FOR UTILITY GRADE

There's a revolution happening all around us. Building technology is rapidly evolving to meet productivity and efficiency demands of building owners, managers and tenants alike. Essential to keeping up with this rate of technology change is a future-ready infrastructure layer that supports seamless connectivity, building automation and control, as well as the convergence of information technology (IT) and operational technology (OT) applications across a common platform.

The question is... HOW WILL YOUR BUILDING INFRASTRUCTURE EVOLVE?



of tenants experience connectivity issues at the office.



of tenants would sign a longer lease in a building with superior connectivity infrastructure.

For more information on Utility Grade INFRASTRUCTURESM by Anixter, please contact your local Anixter representative or visit anixter.com/UTG.

ENABLING DIGITAL TRANSFORMATION

Estimates say the number of buildings worldwide is going to double by 2060¹, and combined with the number of connected devices growing to 75 billion in the next six years², these spaces are transforming to keep up with our reliance on technology for business and personal use.

All of these devices require network connectivity, which helps facilitate convergence and digital transformation that allows organizations to operate with speed, agility and interoperability across multiple systems.

Building on the trend of convergence over the past few decades with voice and data and video surveillance migrating to a common network, we are now at an intersection where more building subsystems and endpoint devices will become network enabled.

This has the potential to put an enormous strain on the network, not to mention overwhelm an IT department's management of disparate building subsystems, especially given traditionally fragmented ways of operating. We have reached a tipping point where we must look for more cost-effective models that will support future applications and can be managed over a common building platform.

A reliable and resilient network allows an organization to meet their goals, whether that is attracting premium tenants and employees, simplifying the management of multiple building systems or enhancing collaboration and workforce productivity.

BUILDING THE 4TH UTILITY

With all of these competing demands, more and more we are seeing the adoption of a 4th utility approach to information.

Building owners and managers have gone from only supplying electricity, gas and water to workplaces, to planning for telecommunications infrastructure that can support advanced technology.

Cabling infrastructure can often be value engineered to reduce costs, but this approach won't support the evolution of building technology and provide the performance and reliability expected in a utility.

UNDERSTANDING STAKEHOLDER GOALS

Critical to making the right selection for your building infrastructure is an understanding of key drivers of stakeholders within a facility.

DEVELOPERS AND BUILDING OWNERS

- Address higher tenant expectations
- Attract long-term, premium tenants
- Provide superior connectivity infrastructure
- Extend building system life cycle

END USERS AND TENANTS

- Provide seamless connectivity for visitors and staff
- Attract and retain talent
- Enhance workforce productivity and space utilization
- Access real-time data for automation and control
- Protect against cyber threats

ARCHITECTS, CONSULTANTS AND ENGINEERS

- Design for accelerated rate of technology change
- Offer future-ready solutions for industry-leading companies
- Provide definitive, beyond-standards tested solutions
- Simplify specification and design process

INSTALLERS AND INTEGRATORS

- Install, test and certify future-ready solutions
- Meet accelerated construction schedules
- Reduce unproductive labor at jobsite
- Simplify convergence of systems
- Solution proficiency from design to install



97%

of organizations are currently planning digital transformation initiatives.

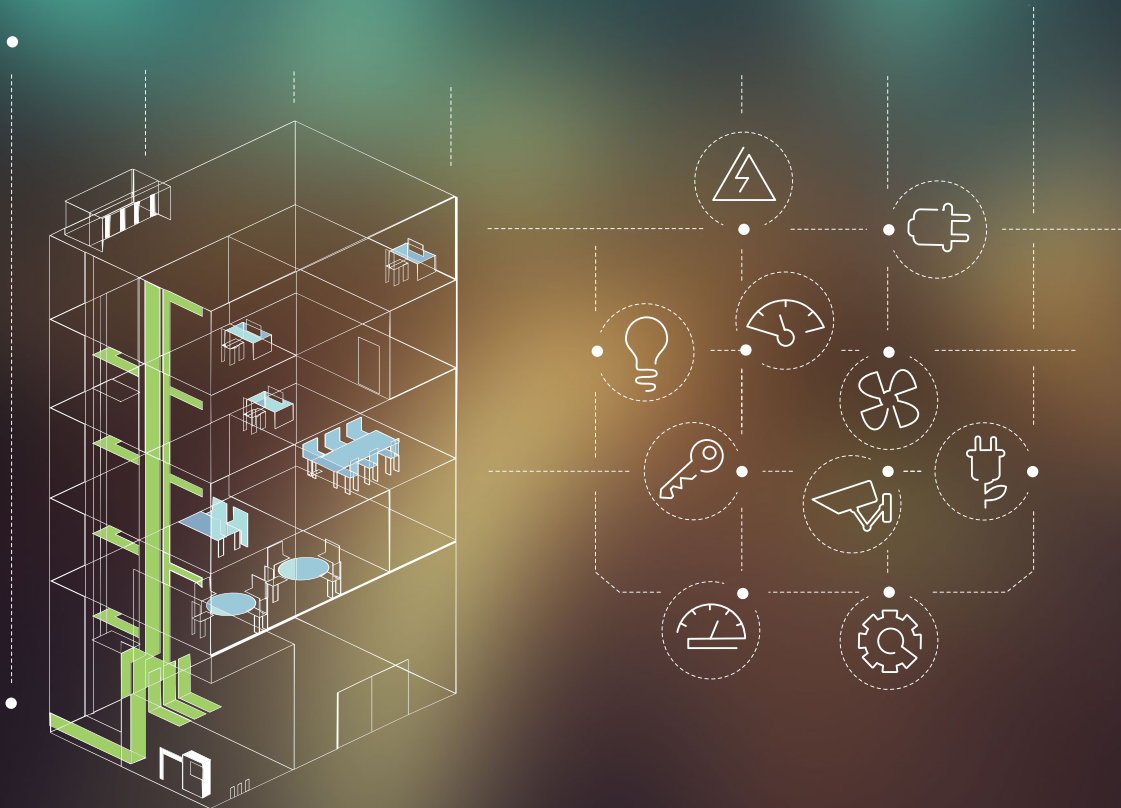
– MuleSoft, 2019 Connectivity Benchmark Report

¹ Organization for Economic Co-Operation and Development

² IHS, IoT Platforms: Enabling the Internet of Things

Utility Grade INFRASTRUCTURESM is a new technology platform, assurance program and design approach that redefines the infrastructure layer to support building subsystems, technologies and applications.

Developed alongside leading manufacturers, and third-party tested and verified by UL, the UTG program offers UTG-rated cabling solutions built to support your building's specific application, performance and life cycle needs.



UTG TECHNOLOGY STACK

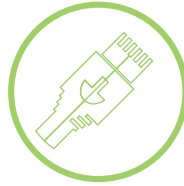
As part of the Utility Grade INFRASTRUCTURE Platform, the UTG Technology Stack identifies the foundational elements of a common building platform that support the convergence of various IT and OT building subsystems.

Every network-enabled device requires connectivity, power and security. UTG provides a specable, interoperable and future-ready solution, addressing these elements across all building systems.

Foundational elements of UTG include:

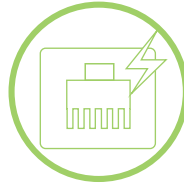
UTILITY-READY STRUCTURED CABLING

Core to the UTG program is offering new UTG-rated cabling solutions from world-class manufacturers.



ADVANCED POWER DELIVERY

UTG will address advanced power delivery through definitive testing of UTG-rated cabling solutions. These UL-verified solutions will include design recommendations and increased bundling sizes to support more PoE applications.



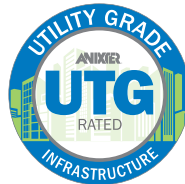
ENHANCED CYBERSECURITY

As more devices come onto the network, the potential for cyber threats needs to be accounted for. Future phases of the UTG program will offer best practices and solutions that provide enhanced cyber protection for converged building applications.

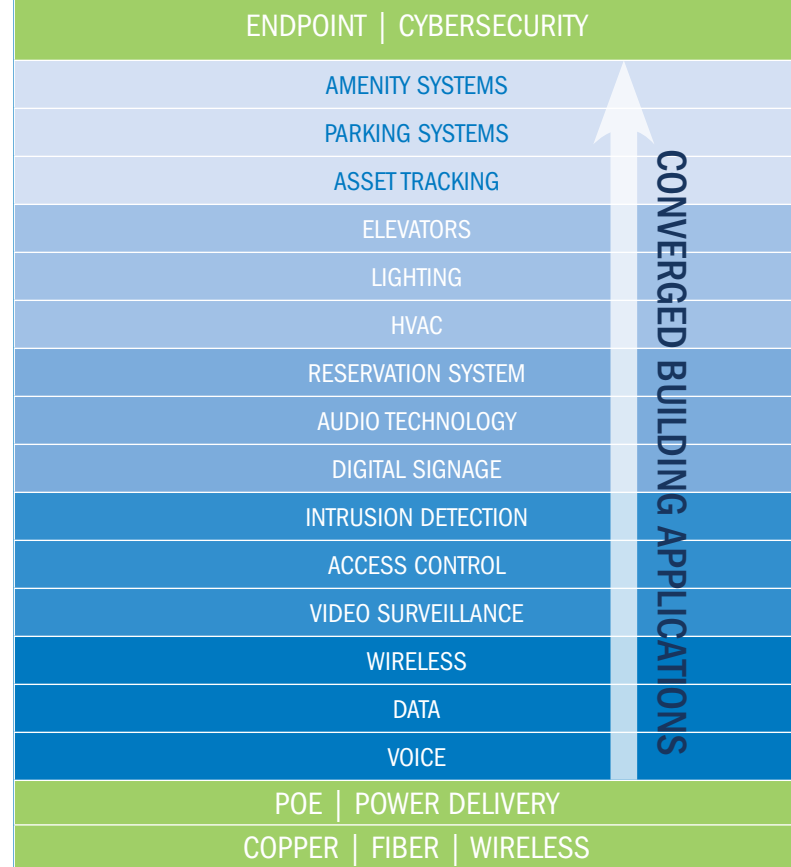


PHASES OF UTG

Phase I of the Utility Grade INFRASTRUCTURE program will launch with UTG-rated cabling solutions, while Phase II will add technologies that support applications in the UTG Technology Stack.



UTG TECHNOLOGY STACK



UTG FRAMEWORK AND RATINGS

The UTG program includes a framework that defines the Technology Layer, Test Specification and UTG Levels Ratings. The next few pages of this guide dive deeper into testing and relevant application tables, but it's important to understand how UTG Ratings work.

As part of a common platform, every technology family or layer will have a unique identifier, such as:

UTG[C4P] stands for:

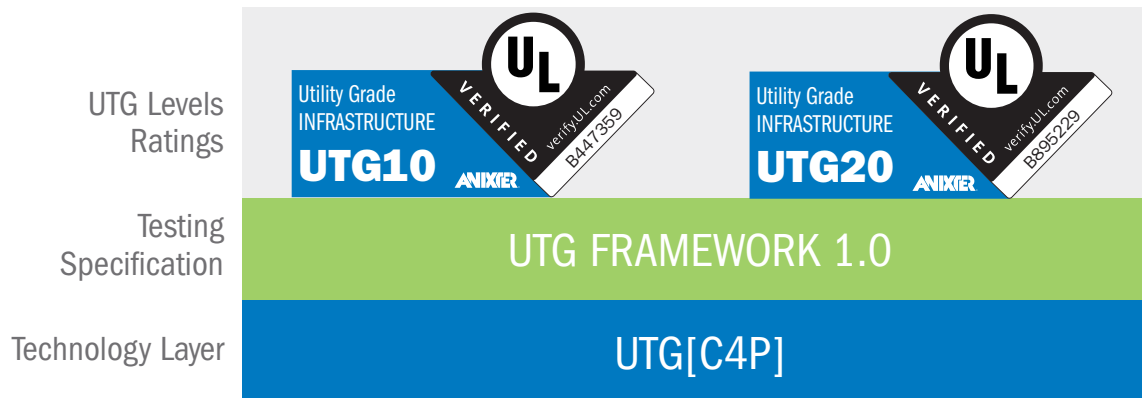
- UTG: Utility Grade INFRASTRUCTURE
- C: Copper
- 4p: 4 pair

The first release will start with a 4-pair copper solution, made up of a full UTG-rated Channel, including cable, patch panels, connectivity and patch cords. This will be independently tested to a beyond-standards specification by UL, which forms the basis of the UTG Framework 1.0.

Each technology as part of Utility Grade INFRASTRUCTURE will offer a potential of three UTG-rated solutions depending on your specific application, performance and life cycle needs.

- UTG10
- UTG20
- UTG30 (future)

Be sure to review the application and attribute table on page 8 for more on the capabilities of each UTG-rated solution.



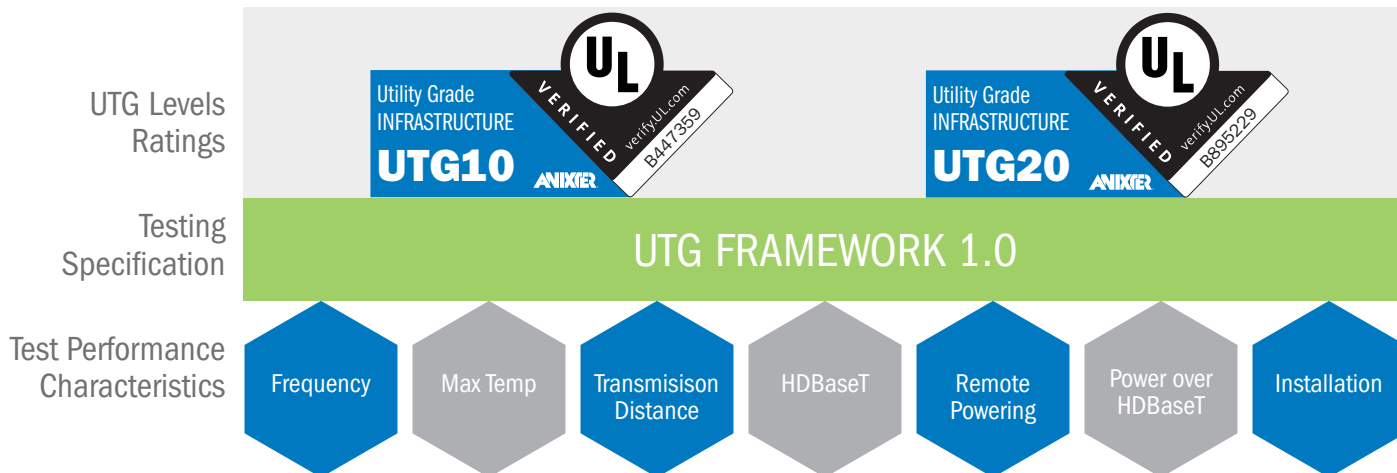
UTG FRAMEWORK AND TESTING

The UTG Test Framework has been developed by industry experts to characterize the attributes and construction for a future-ready, utility grade solution that will provide short-term and long-term benefits. UTG has been designed as the common infrastructure for the built environment by utilizing real-life definitive application testing as well as industry-first, UTG-exclusive testing protocols.

UTG ratings include a number of performance characteristics, such as:

- Higher frequency measurement
- Elevated maximum temperature, including jacket and operating temperature
- Extended transmission distances
- Full channel HDBaseT and Power over HDBaseT (PoH)
- Superior cable bundle performance under load (remote powering)
- HD and 4K UHD video
- Flexibility for installation

Each UTG rating will provide verified applications assurance and simplifies the specification and design process as a common building platform.



THE UTG DIFFERENCE

Although UTG cabling is 4-pair unshielded twisted pair and meets and exceeds all category standards, the manufacturers have developed cabling to meet the higher test specification of the UTG framework.

Based on the UTG Framework performance characteristics on the previous page, this comparison chart summarizes how the UTG10 and UTG20 solutions exceed the performance of standard category cabling.

ATTRIBUTES AND APPLICATIONS			 UTG DIFFERENCE
	OPTIMIZING OPERATIONAL TECHNOLOGY PERFORMANCE	OPTIMIZING HIGH-PERFORMANCE APPLICATIONS	
STANDARDS AND VERIFICATION			
Industry standards	Exceeds ANSI/TIA + UL Verified	Exceeds ANSI/TIA + UL Verified	DELIVERS BEYOND STANDARDS AND UL VERIFIED PERFORMANCE
Test method	UTG Bear Attack (BERetAC)	UTG Bear Attack (BERetAC)	
TRANSMISSION DISTANCE			
Maximum horizontal distance @ 10Mbps	185m	185m	SUPPORTS EXTENDED TRANSMISSION DISTANCES (Potential Savings on Square Footage and Construction Costs)
Maximum horizontal distance @ 100Mbps	150m	150m	
Maximum horizontal distance @ 1Gbps	Up to at least 100m	Up to at least 100m	
Maximum horizontal distance @ 10Gbps	37-50m	100m	
BANDWIDTH + SPEED			
Maximum data transmission speed	10Gbps @ 37-50m	10Gbps @ 100m	DELIVERS HIGHER BANDWIDTH CAPABILITIES
Maximum bandwidth	425 MHz	500-625 MHz	
APPLICATIONS			
Video Surveillance			
1080p HD	150m	150m	SUPPORTS HIGHER FRAMES PER SECOND (FPS) AND LOWER COMPRESSION
4K UHD	150m	150m	
PoE			
Type I - 15.4W	Up to at least 150m	Up to at least 150m	INCREASES DISTANCES AND BUNDLING SIZES FOR MORE POE APPLICATIONS
Type II - 30W	Up to at least 150m	Up to at least 150m	
Type III - 60W	Up to at least 100m	Up to at least 100m	
Type IV - 100W	Up to at least 100m	Up to at least 100m	
Max Bundle Size (0.5 Amps) @ 45C ambient	90 cables	150 cables	
HDBaseT			
1080p HD	100m	100m	SUPPORTS 4K UHD STREAMING AT EXTENDED DISTANCES
4K UHD	100m	100m	
PoH	100m	100m	
Wireless			
Wi-Fi (IEEE 802.11ac)	10Gbps @ 37-50m	10Gbps @ 100m	SUPPORTS NEXT-GENERATION WI-FI TECHNOLOGY
Wi-Fi (IEEE 802.11ax)	10Gbps @ 37-50m	10Gbps @ 100m	
MECHANICAL			
Installation flexibility	Flex Force Level 1,2,3	Flex Force Level 1,2,3	SIMPLIFIES INSTALLATION FOR INTEGRATORS

Figures above are based on verified independent testing from UL. Actual performance may vary based on a number of factors.

For final parameters for the extended applications assurance warranty (page 13), please consult manufacturer specifications on UTG-rated solutions.

APPLICATION AND ATTRIBUTE TABLES

UTG solutions are developed and tested to eliminate guesswork out of media selection. This will allow you to utilize a 4th utility approach, providing greater performance and reliability beyond industry standards, while also extending your infrastructure to better align with building system life cycles.

BEYOND STANDARDS | UL VERIFIED

Standards and Verification

	UTG10	UTG20
Industry standards	Exceeds ANSI/TIA + UL Verified	Exceeds ANSI/TIA + UL Verified
Test method	UTG Bear Attack (BERetAC)	UTG Bear Attack (BERetAC)

Beginning with baseline TIA infrastructure standards, UTG exceeds these attributes through definitive UL testing. Anixter and UL developed an industry-first UTG Bear Attack (BERetAC) Test MethodSM, which combines bit error rate(BER), elevated temperature(et) and alien crosstalk(AC), while simultaneously delivering data, video and power over an unshielded twisted-pair (UTP) cabling system.

The UTG Bear Attack Test Method is particularly important to ensure optimal support of high-performance applications, typically addressed with UTG20 rated solutions.

SUPPORTS EXTENDED TRANSMISSION DISTANCES

Transmission Distance

	UTG10	UTG20
Maximum horizontal distance @ 10Mbps	185m	185m
Maximum horizontal distance @ 100Mbps	150m	150m
Maximum horizontal distance @ 1Gbps	Up to at least 100m	Up to at least 100m
Maximum horizontal distance @ 10Gbps	37-50m	100m

With increased convergence of IT and OT applications, it is essential to support low and high bit rate edge devices at greater distances. UTG10 and UTG20 can support low bit rate devices like OT and physical security applications at up to 150m, while also supporting increased distances for high bit rate IP-based applications.

The ability to greatly increase transmission distances can also lead to a reduction in the number of telecommunications rooms required, resulting in potential savings on square footage requirements and construction costs.

DELIVERS HIGHER BANDWIDTH CAPABILITIES

Bandwidth and Speed

	UTG10	UTG20
Maximum data transmission speed	10Gbps @ 37-50m	10Gbps @ 100m
Maximum bandwidth	425 MHz	500-625 MHz

UTG10 and UTG20 cables have not only been swept for bandwidth, but we also extended the limit lines during testing to ensure operation at these parameters. This provides more headroom margin for connectivity performance and consistency.

OPTIMIZING OPERATIONAL TECHNOLOGY PERFORMANCE

SQUARE FOOTAGE AND CONSTRUCTION COST SAVINGS

REAL ESTATE AND TELECOMMUNICATIONS ROOMS (TR)

Ethernet standards typically limit transmission distance to 100m, creating challenges with IoT sensors and other applications distributed across a building. UTG-rated cabling solutions support extended transmission distances with OT applications, creating an opportunity to reduce the number of TRs required.

Based on industry averages, this could mean tremendous savings on square footage and construction costs.

TRs NEEDED / SQ. FT.

Cat 5E, 6

1TR/10,000 sq. ft.

UTG10, UTG20

1TR/15,000 sq. ft.

ESTIMATED CONSTRUCTION COSTS

Cat 5E, 6

\$75,000 for 30,000 sq. ft. Building

UTG10, UTG20

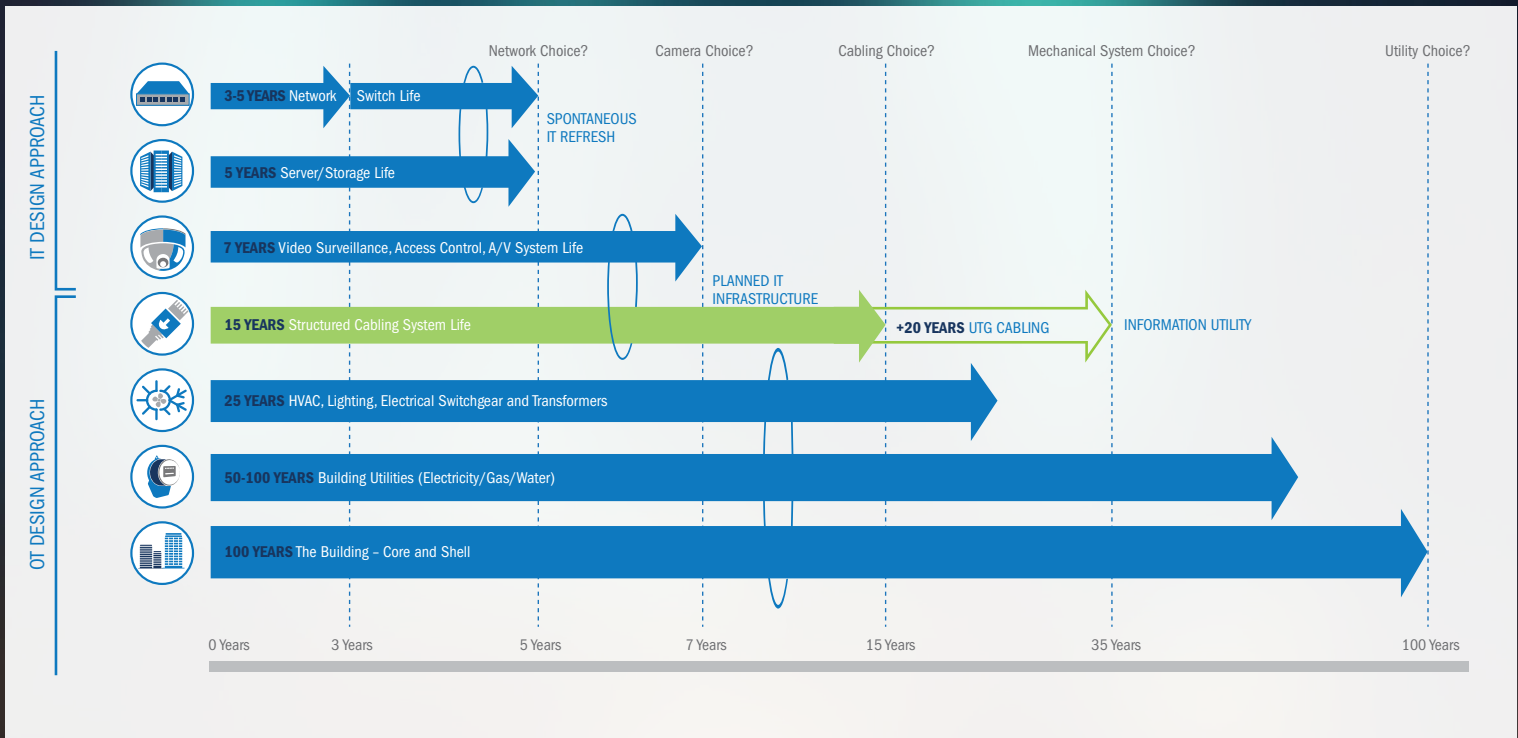
\$50,000 for 30,000 sq. ft. Building

● **APPROXIMATELY**
\$25,000 SAVINGS
PER 30,000 SQ. FT. BUILDING

EXTENDING TECHNOLOGY REFRESHES

Another key component of generating cost savings and return on investment is better alignment of your infrastructure with the built environment. The various systems that make up a modern building have very contrasting life spans and are specified and designed by different stakeholders.

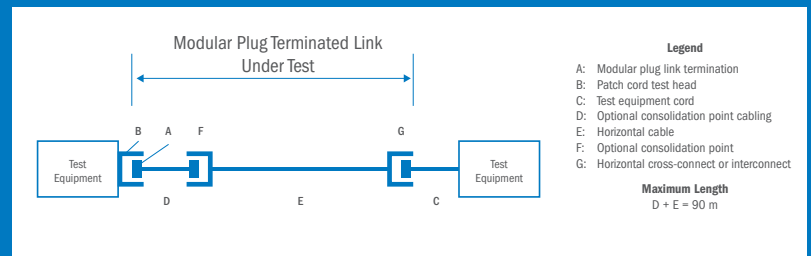
As the chart below outlines, UTG offers a high-performance structured cabling system that accounts for both information technology and operational technology applications, while supporting business resiliency and multiple technology refreshes.



MPTL - ABOVE-CEILING DESIGN CONSIDERATIONS

UTG supports the recent TIA-568.2-D standard for a modular plug terminated link (MPTL), making the transition much easier when connecting various ceiling-based technologies, such as intelligent lighting, surveillance cameras, access points and sensors.

The horizontal connection point or consolidation point along with field terminatable modular plugs provides a practical way of connecting more end points and devices. Utility Grade INFRASTRUCTURE leverages longer distance capabilities, offering savings in total cost of material, installation and ownership.



Source: TIA-568.2-D

TECHNOLOGY APPLICATIONS

SUPPORTS HIGHER FPS AND LOWER COMPRESSION

Video Surveillance

	UTG10	UTG20
1080p HD	150m	150m
4K UHD	150m	150m

In addition to supporting higher frames per second, UTG extends distance and power for camera applications, simplifying installation methods utilizing direct device connection with a modular plug terminated link (MPTL) – see figure to the left at bottom of page 10.

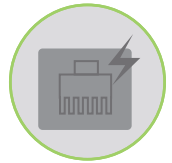


INCREASES DISTANCES AND BUNDLING SIZES TO SUPPORT MORE PoE APPLICATIONS

Remote Powering (PoE)

	UTG10	UTG20
Type I - 15.4W	Up to at least 150m	Up to at least 150m
Type II - 30W	Up to at least 150m	Up to at least 150m
Type III - 60W	Up to at least 100m	Up to at least 100m
Type IV - 100W	Up to at least 100m	Up to at least 100m
Max Bundle Size (0.5 Amps) @ 45C ambient	90 cables	150 cables

PoE represents the ability to remotely power and manage intelligent devices, while reducing traditional electrical infrastructure cost and plug loads. UTG10 and UTG20 cables eliminate degradation of insertion loss and maintains performance at longer distances with edge devices, while still meeting code compliance.



SUPPORTS 4K STREAMING AT EXTENDED DISTANCES

HDBaseT and 10Gbps SDVoE

	UTG10	UTG20
1080p HD	100m	100m
4K UHD	100m	100m
PoH	100m	100m

Superior connectivity is necessary to support the rapid evolution of video technology. Within the industry, there are limitations with electronics and cabling meeting HDBaseT requirements, but UTG solutions are verified to deliver 4K streaming at a full 100m application distance, in addition to power and video over the same cable via PoH.



SUPPORTS NEXT-GENERATION WI-FI TECHNOLOGY

Wireless

	UTG10	UTG20
Wi-Fi (IEEE 802.11ac)	10Gbps @ 37-50m	10Gbps @ 100m
Wi-Fi (IEEE 802.11ax)	10Gbps @ 37-50m	10Gbps @ 100m

UTG20 is optimized for next-generation Wi-Fi, verified to deliver 10Gbps @ 100m with extended headroom. This is the preferred choice for seamless connectivity throughout a building supporting multiple wireless streams.



PROVIDES EASE OF INSTALLATION FOR INTEGRATORS

Mechanical

	UTG10	UTG20
Installation flexibility	Flex Force Level 1,2,3	Flex Force Level 1,2,3

As part of the UTG framework, UL developed industry-first test parameters around installation readiness. This is to ensure a UTG-rated solution will be craft friendly for installation, flexibility and consistency.

Each UTG-rated cable will include a Flex Force rating based on a range of ounce-feet, highlighting the ease of handling for pulling, installing and terminating.

	UTG FLEX FORCE TABLE		
Flex Force Testing	FLEX FORCE 3	FLEX FORCE 2	FLEX FORCE 1
Flex Force Rating	46-60 oz-ft	31-45 oz-ft	16-30 oz-ft
Craft Friendliness	GOOD	BETTER	BEST

SIMPLIFYING SPECIFICATION AND DESIGN

VALUE OF UTG FOR ARCHITECTS, CONSULTANTS AND ENGINEERS

Essential to meeting the demands of aggressive timelines and construction schedules is the simplification of the specification and design process without compromising on quality.

This simplification also provides a place for network infrastructure to be part of the early design phase of a project, where it can be considered as a utility alongside electricity, gas and water.

As part of the UTG program, Anixter has developed thorough specification verbiage for both UTG10 and UTG20 solutions. In addition to key product details, the boilerplate specification includes guidance on:

- Supply chain solutions
- Certified integrators
- Application assurance warranty

This will aid in presenting a solution to meet all of the challenges of the developer, and eliminates concerns around LP compliance and the need for niche cables.



UTG CERTIFICATION PROGRAM

VALUE OF UTG FOR CERTIFIED INSTALLATION

Beyond the performance of the cabling itself, an important part of a successful UTG deployment is how well the solution is designed, installed and commissioned to meet the specific needs of the project.

Utility Grade INFRASTRUCTURE also includes a dedicated UTG integrator program that can support certified installation of all of the systems within a converged building.

By utilizing a UTG-certified installer, you will have access to a partner with thorough training on the solution with the ability to provide an extended warranty and on-demand support.

FIELD TEST AND MEASUREMENT

UTG-certified installers will have the ability to field test and certify to the UTG Framework. This will verify you are achieving optimal performance with the solution.

UTG-specific test parameters have been developed by field test and measurement manufacturers and will be available industry-wide alongside UTG cabling deployments.

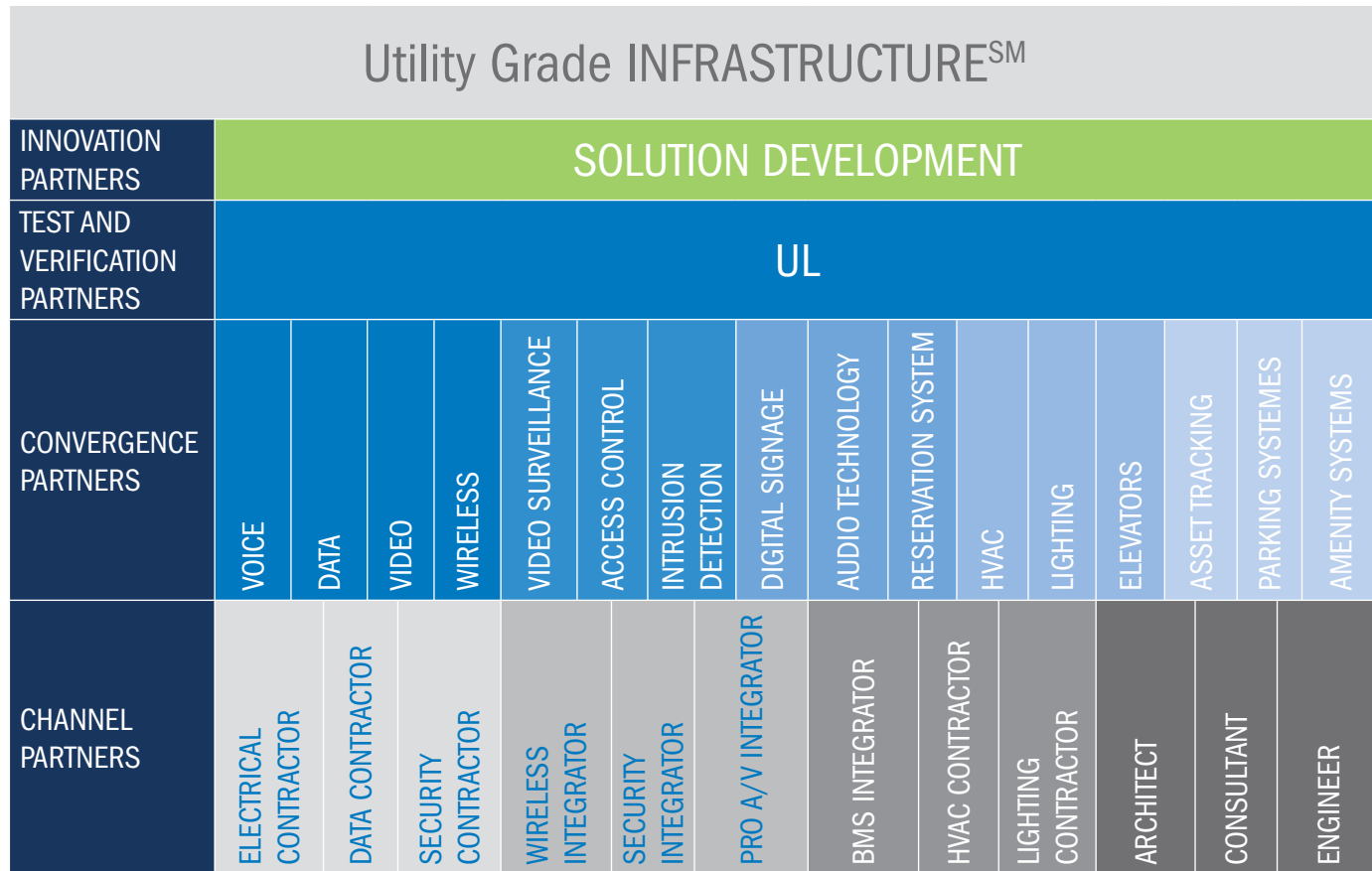
UTG APPLICATIONS ASSURANCE WARRANTY

UTG-rated solutions offer an extended applications assurance warranty based on the performance test results verified by UL referenced in this document. Provided exclusively by UTG innovation partners, this will offer the design capabilities and guarantees you need to migrate your infrastructure with confidence.

Important: The extended applications assurance warranty is only available when utilizing UTG-certified integrators.

UTG ECOSYSTEM

Utility Grade INFRASTRUCTURE is dependent on an ecosystem of partners who offer product, testing and industry validation.



Members of the UTG Ecosystem include:

- **Innovation partners**
Manufacturers who have developed specific UTG solutions
- **Independent test and verification**
Performed by UL
- **Convergence partners**
Manufacturers of interoperable building technologies that will be part of Phase II of the program
- **Channel partners**
Architects, consultants and engineers, as well as a specialized group of UTG-certified installers

In total, this ecosystem has the ability to change the way organizations approach building the 4th utility.

INNOVATION PARTNERS

UTG has been co-developed alongside world-class global partners. They have defined and manufactured critical UTG components necessary to form a best-in-class Utility Grade INFRASTRUCTURE, as well as provide key testing and validation of the solution.

More information on each innovation partner is available at anixter.com/utg.

UTG CABLING SOLUTIONS



UTG TESTING SOLUTIONS

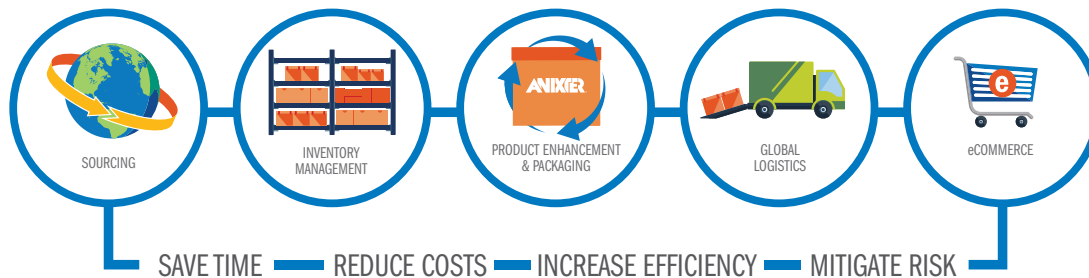


UTG INDUSTRY VALIDATION





ANIXTER SUPPLY CHAIN SOLUTIONS: Reducing costs, saving time, improving productivity and mitigating risks – it's our goal on every project. With our customizable Supply Chain Solutions, you can eliminate costs, address sustainability requirements, enhance focus on your core competencies and stay competitive in the marketplace. For more information, contact your local Anixter sales representative or visit anixter.com/services.



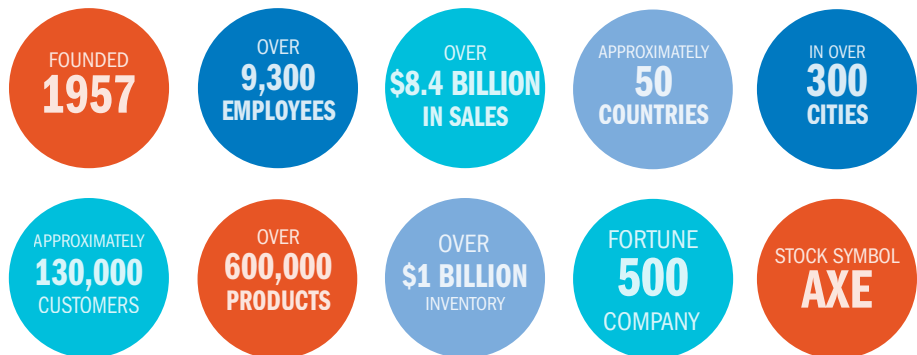
TECHNICAL EXPERTISE

From best practices and product questions, to proof-of-concept testing and application demonstrations, our technical experts are ready to help you simplify evaluation, selection and compliance challenges, so you can build a future-ready Utility Grade INFRASTRUCTURE with confidence.

GLOBAL REACH. LOCAL ADVANTAGE.

With Anixter, you get a true local partner around the world. No other distributor of our kind can claim an in-country presence in approximately 50 countries and in over 300 cities.

We do business in more than 35 currencies and 30 languages, which means we are uniquely positioned to help facilitate your project in the local environment, reduce risks and keep costs down.



About Anixter: anixter.com/aboutus
Legal Statement: anixter.com/legalstatement

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Anixter Inc. World Headquarters
2301 Patriot Boulevard
Glenview, Illinois 60026
224.521.8000

1.800.ANIXTER | anixter.com



Build. Connect. Power. Protect. Services. Worldwide.



FIRE SECURITY

185 Arena Rd / Cabot, AR 72023 / 501-843-9392

SAM IDENTITY ID: E328LLY55EK4 / DUNS: 60-697-3245 / CAGE: WMWU8 / NAICS: 238990



VSCFIRE.COM

Installation Proposal for: This is a samply only - Quote #: VE2527-5

No Dollars

\$0.00

VSC is pleased to present you this price for the above project. Price is good for 30 days from: 2/16/2023

Scope of Work:

Scope of work to be inserted here

Exclusions to be listed here

Equipment list:

Qty Equipment to be listed here

FIRE SECURITY



TERMS, CONDITIONS, GENERAL EXCLUSIONS & LICENSING:

General Exclusions: Unless indicated in SCOPE OF WORK, the following is excluded from this proposal: 120VAC, Conduit, Connectors, Boxes, Raceways, Knox Boxes, Switches, Telephones, Computers, Surge Suppression, Lifts, Painting, Patching, Trenching, Boring, Inspection, HVAC Shutdown Connection, Elevator Control Connection, Demolition, Telephone Service, Wall Space, Tile Replacement, Phasing of Work, Overtime Labor, Weekend Labor Nighttime Labor & CAD File Charges. Unless specified below in scope, this proposal does not include any cable or components for an Emergency Radio Signal Booster System.

Changes to Scope of work: Changes, alteration and additions to the plans, specification, or construction schedule for this proposal shall be invalid unless approved in writing by Contractor. For any such changes approved by Contractor in this manner, which will increase or decrease the cost and expense of the Work to Contractor, there shall be a corresponding increase or decrease in the Contract price herein provided

Warranty: VSC Fire & Security, Inc. warrants that the Products furnished hereunder will be free from defects in materials and workmanship for a period of one (1) year from the date of furnishing. Products or services not in conformance with the above warranty shall be repaired, replaced, re-performed or subject to refund, at VSC Fire & Security, Inc.'s election, as Customer's sole remedy. ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE, ARE HEREBY EXCLUDED. THE PURCHASER UNDERSTANDS AND AGREES THAT CONTRACTOR MAKES NO EXPRESS WARRANTIES OTHER THAN THAT SPECIFICALLY SET FORTH IN THIS PARAGRAPH AND THAT NO REPRESENTATIVE OF THE CONTRACTOR HAS ANY AUTHORITY TO MAKE ANY WARRANTIES OR TO OTHERWISE VARY THE TERMS OF THIS CONTRACT.

Purchaser's Responsibility: Purchaser shall furnish all necessary facilities for performance of the Work by Contractor, including site access, adequate space for storage and handling of material, light, water, heater, local telephone, watchmen crane, elevator service (if available), and all necessary permits (unless otherwise specified herein). Purchaser shall supply and maintain sufficient heat (a minimum temperature of 40° F) to prevent freezing of the water-based components of the system, including, but not limited to, all riser rooms. Purchaser shall furnish all necessary plans, specifications, permits, drawings, project schedules, or any revisions thereto to Contractor.

Terms of Payment: Monthly invoices will be rendered representing the value of materials delivered to the site and work performed. All such invoices are payable in full within thirty (30) days. All sums not paid when due shall bear interest at a rate of 11 2/3 % per month, or the maximum allowed by law in the jurisdiction where the Work is performed, whichever is greater.

Special Conditions: In the event this Contract requires new equipment to be connected to existing equipment, Contractor will only test the new work involved as part of this Contract and any high pressure test required on the existing equipment will be an extra to the Contract price. The Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from the existing equipment. Contractor shall not be liable for any damage arising from or related to the Purchaser's existing equipment.

Equipment Disconnections: Purchaser is aware and understands that the system(s) and/or device(s) listed in this Contract will be temporarily or permanently disconnected/impaired and out of service. Any disconnected or impaired equipment cannot and will not operate or function.

Work of Others: Contractor makes no warranty, express or implied, as to the quality of work performed by others. Contractor has no obligation under this Contract to examine, inspect or approve any work performed by others, including, but not limited to, any insulation of the building or sprinkler pipes as may be required under applicable building or installation codes or standards.

Waiver of Subrogation: Purchaser does hereby, for itself and all others claiming for or through it under this Contract, release and discharge Contractor from and against all damages caused by any perils, including, but not limited to, fire and water damage, covered by Purchaser's insurance, it being expressly agreed and understood that no insurance company, insurer, or other entity/individual will have any right of subrogation against Contractor.

Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the purchaser from and against all claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from Contractor's negligence. Any damage or expenses paid by Contractor will be in direct proportion to Contractor's proportion of negligence. In the absence of Contractor's negligence, or in the presence of Purchaser's willful misconduct or sole negligence, this Indemnification obligation is null and void.

Acceptance of Terms: No changes or modifications can be made to this Contract without the express written consent of Contractor. Contractor is not bound by any provisions printed or otherwise at variance with this Contract that may appear on any other form used by Purchaser, such provisions being hereby expressly rejected.

Severability: If any of the provisions of this Contract shall be invalid or unenforceable under the laws of the jurisdiction applicable to the entire Contract, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Contract, but the entire Contract shall be construed as if not containing the particular invalid or unenforceable provision(s) and the rights and obligations of the Contractor and Purchaser shall be construed and enforced accordingly.

Authorization: The person executing this Contract on behalf of the Purchaser expressly warrants and covenants that he/she is the authorized representative of the Purchaser, or Purchaser's designee, and is authorized to enter into this Contract for and on behalf of the Purchaser.

Attorney's Fees: For any legal action or collection efforts arising out of this Contract, Purchaser shall pay to Contractor all of Contractor's reasonable attorney's fees and costs associated with the matter if Contractor is the prevailing party. Prevailing shall mean that Contractor received an award, judgment or settlement in its favor or obtained a dismissal without payment. For any collection proceedings, payments made by Contractor to a collection agent or debt collector shall be paid by Purchaser and if an attorney is retained for any collection efforts, it is agreed that 33 and 1/3 % of the total amount sought is a reasonable attorney's fee.

ALABAMA: General 50975/ sub fire protection sys. Low voltage S-46109/Burglar Alarm 2016-17-156/Fire Sprinkler 3721/Fire Alarm A-0480/Fire Sprinkler 3972/Fire Alarm A-0631/Andalusia 605004/Bay Minette 5899/Birmingham - low voltage 211806-0074/Birmingham - sprinkler 211806-017A/Chickasaw 203234/Daphne 505534/Daphne Fire Alarm S 389104/Daphne Fire Pump 389104/Daphne Fire Sprinkler 389104/Daphne Kitchen Hood 389104/Daphne Portable Fire Extinguisher 389104/Dothan 20203/Elba 2328/Elberta 196574/Evergreen 1600001773/Fairhope 1408/Foley 12382/Gulf Shores BL13-008567/Jackson 10008/Mobile 93795/Mobile County of 1885/Mobile County Chain Store #Mobile 1890/Mobile County Chain Store #Orange Beach 1886/Montgomery 6957/Montgomery City Fire Rescue Fire Alarm 22616085237/Montgomery City Fire Rescue Fire Extinguisher 2262616084237/Montgomery City Fire Rescue Fire Sprinkler 22616085237/Montgomery City Fire Rescue Fire Suppression 22616112937/Orange Beach 23766/Robertsdale 7330/Saraland 7046/Summerdale 2480/Spanish Fort 7145/Thomassville 880/Troy 4175/Tuscaloosa 7887/ ARKANSAS: Alarm CMPY0001847/Contractors 0028470423/Suppression PF-164/OKLAHOMA: Alarm AC302/ TEXAS: Fire Alarm ACR-2531444/ LOUISIANA: Contractors 24160/ DISTRICT OF COLUMBIA: General Contractor 70104541/DELAWARE: Delaware Business License 2009604662/Class II & IV Fire Suppression License-CO FSL-0146/Class II & IV Fire Suppression License-Qualifier FSC-0169/FLORIDA: Certified Alarm System Contractor I EF20000798/Certified Alarm System Contractor I EF20001070/Fire Protection System Contractor I 192085-0001-2010/Fire Protection System Contractor I FPC14-000008/Fire Protection Insp. FPI14-000053/Fire Protection Insp. FPI14-000170/Fire Protection Insp. FPI14-000054/Fire Protection Insp. FPI12-000178/Fire Protection Insp. FPI14-000055/Fire Protection Insp. FPI14-000126/Fire equip. Dealer Class 03 FED13-00017/Fire equip. Dealer Class 03 FED14-000046/Fire equip. Dealer Class 04 FED13-000018/Fire equip. Dealer Class 04 FED14-000047/Preengineered System FEPI14-000329/Preengineered System FEPI13-000113/Fire Extng. FEPI13-000112/Fire Extng. FEPI15-000253/Fire Extng. FEPI13-000114/Fire Extng. FEPI13-000110/Fire Extng. FEPI13-000328/Fire Extng. FEPI15-000020/Fire Protection System Contractor I FPC17-000099/Fire Protection Insp. FPI13-000163/Fire Protection Insp. FPI14-000086/Bellaire Bluffs, of 6740/Clearwater Taylor REG-0000984/Clearwater Seelye REG-0001055/Duval CountyTaylor 266493/Hillsborough Taylor FPC14000008/Hillsborough McDonald 1920850012010/Hillsborough Seelye FED13000018/Inverness 13292-Sprinkler/Inverness 13292-Alarm/Jacksonville Beyer 3638981/Largo Blandin 41386/Pinellas Co ConstructionBlandin I- EF20000798/Pinellas Co ConstructionRansom I- EF20001070/Pinellas Park 16-00154135/Zephyrhills FPC14000008/Sarasota, 201612052/Weighing & Measuring Device WM2819/Key West 18-00033263/Orange County Business Tax Receipt 3100-0006946/Orlando 1003799/Escambia County 676148/Fort Walton Beach 16-00009439/Pensacola 118163/Santa Rosa County 69702/GEORGIA: Fire Protection Contractor's CL000101/Certificate of Competency CC000748/Engineered Fire Suppression 9017B/Inspector IL000701/Inspector IL000100/Inspector IL000579/Inspector IL000861/Inspector IL000823/Low Voltage-Alarm LVA205981/Low Voltage-Alarm LVA205837/Fire Protection Contractor's CL000317/Certificate of Competency CC000784/Certificate of Competency CC0007774/Inspector IL000603/Inspector IL000639/Gwinnett Co License 2016006909/LOUISIANA: Specialty Contractors License 56940/LA FM Life Safety Lic-Company F1688/LA FM Life Safety Lic-Design E12045/MARYLAND: Maryland ntractors License MSC-325/Master Electrician 12524/Master Electrician 8235/Security Systems License 102-1215/Non-Water Based Fire Extinguishing ** NW-100/Portable Fire Extinguisher ** FE-411/Anne Arundel BS 5949/Baltimore City Master Electrician MS 5658/Baltimore Master Electrician MG 10324/Baltimore Alarm Reduction Permit 1215/Frederick EM 3000/Gaithersburg, City-McCloud 36069-2017/Howard Master Electrician ES08552/Howard False Alarm Reduction 236/Montgomery Alarm Business Lic 1460/Montgomery rporate-Fire Alarm 00025/Montgomery Electrical ME3852/Montgomery Fire Sprinkler G272/Montgomery Fire Sprinkler G016/Prince Georges Contracting 42698-2014-0/MISSISSIPPI: MS Contractors License 19287-SC/NORTH CAROLINA: Fire Sprinkler /Inspector Contracting 30892/Low Voltage 30882/Fire Sprinkler /Inspector Contracting 30671/Low Voltage 30882-02/Fire Sprinkler /Inspector Contracting 17339/Fire Sprinkler /Inspector Contracting 32246/Low Voltage 30882-02/Bennettsville 18-00013/SOUTH CAROLINA: Fire Sprinkler Contractor FSC 1669/Primary Qualifier BSF 15739/Extra Qualifier BLC1082277/Fire Equipment Dealer-Class B&D/Burglar Alarm Contractor BAC 13393/Fire Alarm Contractor FAC 13376/Fire Sprinkler Contractor FSC 1671/Fire 12668/Dealer-Class B 1284/Fire Sprinkler Contractor FSC 1670/Primary Qualifier BSF 18370/Burglar Alarm Contractor BAC 13396/Fire Equipment Dealer-Class C&D 1253/Anderson 1601071/Beaufort 21903/Bennettsville 19-00664/Bluffton 02-16-018124/Camden 20170294/Charleston BL009258-01/Charleston-contract 10731/Charleston-alarm 35765/Charleston 43281/Charleston LVFA 2015138720/Charleston Spr 2015138721/Cheraw Town 20167445/Chester 5087/Clemson 20157/Columbia 77281/Conway 20161394/Dillon 4089/Dorchester 2016-150644/Edisto Beach Town 701644/Elloroe Town 20171154/Florence 12190/Folly Beach 1-16-144185/Fort Mill Town 27027/Fountain Inn 8302/Goose Creek 7495/Greer 46206/Greenville 2016-31804/Hanahan 11085/Georgetown 12178/Hartsville 14026/Hilton Head Town 16687/Horry 201833/Isle of Palms 3284/Kiawah Island Town 2730/Lake 20162507/Lake 20162811/Lancaster 62750/Lexington Town 20479/Loris 3205/Manning 8321/Marion 170556/Moncks Corner Town 4566/Mt. Pleasant Town 20040077/Myrtle Beach-Alarms 19693/Myrtle Beach-Sprinkler 18509/Mullins 9329328820/North Charleston 1-16-142755/North Myrtle Beach 5034/Orangeburg 13547/Port Royal Town 7551/Richland 2016-33610-32716/Rock Hill 5228/Seabrook Island Town 20160956/Surfside Beach Town 53929/Sumter 3010387/Sumter 3007342/Walterboro 180020/West Columbia 9915/TENNESSEE: Contractor 36957/Fire Protection Sprinkler Systems 651/Alarm Systems Contractor 1909/Portable Fire Extinguisher Sys-Firm 358/Portable Fire Extinguisher Sys-Specialist 1338/Nashville/Davidson County LV671/VIRGINIA: VA Class A Contractors* 2705131102/PLB Master Plumber** 2710013267/DCIS Private Security *** 11-6207/Compliance Agent CA-0000693/Abingdon 16-00829/Albemarle 153779-218762/Alexandria 135252/Altavista 3837/Alleghany C171159/Amherst 66/Arlington 1000046131-02/Augusta 14926/Blacksburg 16-0003987/Botetourt 620/Bridgewater 10823/Bristol 27672/Buena Vista 2016133/Cape Charles 16-0023/Caroline 1824/Charlottesville 12533/Chesapeake-Beta 3810/Chesapeake 18949/Chesterfield 1324337/Christiansburg 8004320/Colonial Heights 20162038/Culpeper 1138/Danville 905361/Dinwiddie 2742/Dublin 4667/Fairfax 1629304/Fairfax - Fullerton 1623925/Fairfax 106782/Farmville 17548/Fauquier 15526/Frederick 019253/Fredericksburg 20060/Gloucester 29425/Goochland 7489/Greene 184/Greensville 2079/Halifax 2016035/Hampton 116496/Hanover 2202/Harrisonburg 8000001828/Henrico 002-00178141/Hopewell 497/Isle of Wight 5614/James 012693/King and Queen 11081/King George 2878/King William 3160/Lebanon 03857/Lexington 3557-2016/Loudoun 149513/Lynchburg 23518/Manassas 16-00002447/New Kent 106143/Newport News 063394-2016/Norfolk 7870/Norhampton 457-458/Nottoway 002658/Petersburg 006052/Portsmouth 37048/Prince George 755/Prince William 16L04964/Richmond 003409/Roanoke 117821/Roanoke 100010131/Rockbridge 0350/Salem 902396/South Boston 16-00547/South Hill 16-00529/Southampton County 199/Suffolk 013387/Staunton 1001375/Virginia Beach 127958-1520/Waynesboro 16-00009424/West Point 1218/Williamsburg 137166/Winchester 16-00001027/York 021725/WEST VIRGINIA: Business Registration 2231-2834/Contractors License WV046022/Sprinkler Fitter Journeyman SFJ3884DXS0615/

Installation Proposal for: This is a sample only - Quote #: VE2527-5

VSC Employee

SIGN BELOW FOR ACCEPTANCE:

VSC Phone Number

Signature:

VSC@VSC

Date:

YOUR WORLD. PROTECTED.



LETTER OF WARRANTY

ONE (1) YEAR GENERAL GUARANTEE

Issued to: Customer Name
Address
City / State / Zip
Contact Person

Project: Project Name
Project Address
City / State / Zip

Period of Warranty: One (1) Year From Acceptance of Owner
Date (if known):

VSC Fire & Security hereby warrants all labor and materials furnished and work performed are in accordance with NFPA standards, the contract plans, and specification and authorized changes and additions. Should any defect develop during the contract general guarantee period, as hereinafter defined, due to improper material or workmanship on the part of the undersigned, the undersigned will repair and replace any and all defects. This warranty does not extend to defects or damage caused by forces or actions beyond the undersigned's control such as, but not limited to, abuse, normal wear and tear, normal usage, failure to properly maintain the work, failure to properly operate equipment, acts of civil disorder, acts of war or acts of God

The GENERAL GUARANTEE shall be for a period of one (1) year from the date on which the completed work is turned over to and accepted by the owner, unless a different period of time is elsewhere specified.

FIRE · SECURITY

February 20, 2020

Robert T. Evatt Jr
VP Low Voltage

Robert T. Evatt Jr