

TIPS VENDOR AGREEMENT

PART 1 ONLY

Between CVAL Innovations LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 220106 Comprehensive HVAC (2 Part with JOC) - PART 1 ONLY

General Information

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

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed

with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023 in this example.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023 in this example.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024 in this example.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

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

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

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. 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. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a 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. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from

the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

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

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by 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: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

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

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made.

This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without 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 the pricing under this agreement, 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 Region 8 ESC or 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.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working

days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor’s Resellers as Related to This Agreement

Vendor’s Named Resellers (“Resellers”) under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor’s Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor’s letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

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.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. 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.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tips@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFQ 220106 Comprehensive HVAC (2 Part with JOC) PART 1 ONLY

Company Name CVAL Innovations LLC

Address 2222 S. Service Road # 106

City Dallas State TX Zip 75261

Phone 2146991326 Fax _____

Email of Authorized Representative jinen@cvalinnovations.com

Name of Authorized Representative Jinen Adenwala

Title President

Signature of Authorized Representative 

Date 02/15/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 3-24-2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



220106 Addendum 2 CVAL Innovations Supplier Response

Event Information

Number: 220106 Addendum 2
Title: Comprehensive HVAC (2 Part with JOC)
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/18/2022 03:00 PM (CT)
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

IF YOU CURRENTLY HOLD TIPS CONTRACTS: 180101 COMPREHENSIVE HVAC SOLUTIONS AND SERVICES PART 1 OR 2 ("180101"); 190604 COMPREHENSIVE HVAC SOLUTIONS AND SERVICES PART 1 OR 2 ("190604"), OR; 200303 COMPREHENSIVE HVAC PART 1 OR 2 ("200303"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR HVAC OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACTS 180101, 190604, AND

200303.

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

CVAL Innovations Information

Contact: Jinen Adenwala
Address: 2222 S. Service Road
Suite 106
Dallas, TX 75261
Phone: (214) 699-1326
Email: jinen@cvalinnovations.com
Web Address: <https://www.cvalinnovations.com/>

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

Jinen Adenwala

Signature

Submitted at 2/18/2022 2:59:17 PM

jinen.adenwala@cvalinnovations.com

Email

Requested Attachments

Agreement Signature Form PART 1 ONLY

220106 HVAC Agreement Signature Form F

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGR SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGR SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Vendor Agreement PART 1 ONLY

220106 Vendor Agreement - PART 1

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 2 ONLY

220106 Vendor Agreement JOC_PART 2

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 2 ONLY

220106 HVAC Agreement Signature Form F

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1 PART 1 ONLY

N/A

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2 PART 1 ONLY

N/A

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

OPTIONAL - PART 2 - JOC Pricing of Itemized List of RS Means Non-Prepriced Items

N/A

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Reference Form (PARTS 1 & 2)

220106 Reference_F

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Proposed Goods & Services 2

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with a link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

BranchPattern_Texas HUB Certificate Exp 1

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If you have more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

N/A

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

N/A

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

N/A

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

N/A

Conflict of Interest Form

DISCLOSURE OF CONFLICT OF INTEREST FORM - FILE ONLY IF THERE IS A CONFLICT TO REPORT

CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the attachments or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

N/A

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

N/A

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

220106 CONFIDENTIALITY CLAIM FORM

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW THE VENDOR RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

bondin

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

W-

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

Response Attachments

CVAL Hub Certificate.pdf

CVAL HUB

DBE Certificate.pdf

DBE

MSDC MBE Certificate.pdf

MBE

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="Yes"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that it is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATE section. <input type="text" value="Yes"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="Texas"/>

5	<p>Company and/or Product Description:</p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p>CVAL Innovations is an energy service company (ESCO) that performs services related to reducing the energy expense of buildings while increasing overall comfort. We are dedicated to helping our customers achieve Net-Zero energy consumption through our energy management endeavors. We offer an integrated energy conservation approach that delivers deep energy reductions, substantial cost savings, increased occupant comfort, and a reduced environmental footprint for a wide range of buildings and infrastructure. We have consistently achieved 40-60% reduction in operating expense with payback period of less than 5 years. In order to achieve the savings, we focus on following 4 areas: Building Envelope and Insulation, HVAC Systems, Lighting Building Automation and Controls</p>
6	<p>Primary Contact Name</p> <p>Primary Contact Name</p> <p>Jinen Adenwala</p>
7	<p>Primary Contact Title</p> <p>Primary Contact Title</p> <p>President</p>
8	<p>Primary Contact Email</p> <p>Primary Contact Email</p> <p>jinen.adenwala@cvalinnovations.com</p>
9	<p>Primary Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>2144554008</p>
10	<p>Primary Contact Fax</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>No response</p>
11	<p>Primary Contact Mobile</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>No response</p>
12	<p>Secondary Contact Name</p> <p>Secondary Contact Name</p> <p>Jigna Adenwala</p>
13	<p>Secondary Contact Title</p> <p>Secondary Contact Title</p> <p>Controller</p>
14	<p>Secondary Contact Email</p> <p>Secondary Contact Email</p> <p>jigna@cvalinnovations.com</p>

1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9724002959"/>
1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Jigna Adenwala"/>
1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="jigna@cvalinnovations.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9724002959"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Jinen Adenwala"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="jigna@cvalinnovations.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9724002959"/>
2 4	Company Website Company Website (Format - www.company.com) <input type="text" value="www.cvalinnovations.com"/>

25	<p>Entity D/B/A's and Assumed Names</p> <p>Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the name under which you responded to this solicitation unless you organize otherwise with TIPS after award.</p> <p><input type="text" value="No response"/></p>
26	<p>Primary Address</p> <p>Primary Address</p> <p><input type="text" value="2222 S. Service Road # 106"/></p>
27	<p>Primary Address City</p> <p>Primary Address City</p> <p><input type="text" value="Dallas"/></p>
28	<p>Primary Address State</p> <p>Primary Address State (2 Digit Abbreviation)</p> <p><input type="text" value="TX"/></p>
29	<p>Primary Address Zip</p> <p>Primary Address Zip</p> <p><input type="text" value="75261"/></p>
30	<p>Search Words:</p> <p>Please list search words to be posted in the TIPS database about your company that TIPS website users might search may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST N CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)</p> <p><input type="text" value="HVAC, Energy Savings, VRF, Chillers, RTU"/></p>
31	<p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent able to sell to our members regardless of the fund source, whether it be local, state or federal?</p> <p>Most of our members receive Federal Government grants or other funding and they make up a significant portion of budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your</p> <p>Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?</p> <p><input type="text" value="Yes"/></p>

3
2 **Yes - No**
Certification of Residency - The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

3
3 **Company Residence (City)**
Vendor's principal place of business is in the city of?

3
4 **Company Residence (State)**
Vendor's principal place of business is in the state of?

3
5 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE (NOW OR DURING THE LIFE OF THE CONTRACT.

If awarded on PART 1, what is the MINIMUM percentage discount off of any item or service you offer to TIPS Member your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when advertising goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in an individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity of sale.

Must answer with a number between 0% and 100%.

3
6 **MINIMUM Discount Term**

If awarded on PART 1, does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria on PART 1. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

**3
7** Yes - No

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered under PART 1 of the Vendor's TIPS Contract, if any.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of format, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

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

**3
8** TIPS administration fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named reseller, as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

**3
9** REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount on the RS Means Price Book would be a .95 regular hours coefficient and so on.

**4
0** REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract):

The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

4 1 **REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book**
YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.
What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)
If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?
When answering this question please insert the number that represents your percentage of proposed markup. **YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.**
Example: if you are proposing a 30 percent markup, please insert the number "30".
Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.
EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the material cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.
YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.

4 2 **Yes - No**
Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to do so shall render your response void and it will not be considered.

4 3 **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**
Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) for the TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

4 4 **Yes - No**
Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4 5 **Years in Business as Proposing Company**
Years in business as proposing company?

46 Resellers:
If awarded on PART 1, does the vendor have resellers that it will name under this contract?
Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor under TIPS.
EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would name BIGmart as a reseller.
(Resellers are only permitted under a PART 1 award. If applicable, Vendor should add all Authorized Resellers within the Vendor Portal upon award).

47 Right of Refusal
The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

48 NON-COLLUSIVE BIDDING CERTIFICATE
By submission of this bid or proposal, the Bidder certifies that:
1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of proposals for this project, to any other Bidder, Competitor or potential competitor;
3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing on behalf.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?
Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO
If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein, you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.
There is an optional upload for this form provided if you have a conflict and must file the form

50 Filing of Form CIQ
If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

5 1	Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Feder that regulate any part of our business operations. If not, please explain in the next attribute question. <input type="text" value="Yes"/>
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5 2	Regulatory Standing Regulatory Standing explanation of no answer on previous question. <input type="text" value="No response"/>
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5 3	Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: I affirm under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, par or individual (Company) listed below; (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texa Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of thi competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same lii business as the Company.
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5 **Suspension or Debarment Instructions**

4

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing 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 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 becomes erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have 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 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 the participant 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 comply 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 debarment.

5 **Suspension or Debarment Certification**

5

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a funded contract as described above.

56 Non-Discrimination Statement and Certification

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

57 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal award.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 8 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contracts 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 reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 9 2 CFR PART 200 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 reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and time, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS Members 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 Members.

Does vendor agree?

6 0 2 CFR PART 200 Clean Air Act

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 awarding agency and the Regional Office of the Environmental Protection Agency (EPA) agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 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 requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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1 **2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must provide 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 a Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from 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 requires 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 to the terms included or referenced herein.

Does vendor agree?

Yes

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2 **2 CFR PART 200 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 \$250,000)

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 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 that it is in compliance with the Clean Air Act?

Yes

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3 **2 CFR PART 200 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 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 quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

6 4 2 CFR PART 200 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 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 set forth in the Federal rule above.

Does vendor agree?

6 5 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable, on a Federal award, 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). The requirement of this section must be included in all subawards including all contracts and purchase orders for work or products under the award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel product 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 consisting 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 agree?

6 6 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase 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” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), 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).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that the vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR 200.322, “covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.”

Does vendor agree?

6 **2 CFR PART 200 Equal Employment Opportunity**

7 Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted 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) as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity 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 herein.

Does vendor agree?

6 **2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

8 [Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity 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, the 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 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 on qualifying contract awards, the contractor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

6 **2 CFR PART 200 Contract Cost & Price**

9 For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in certain circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(k). In 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 Agree?

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FEMA Fund Certifications

Submission of this proposal is Vendor’s certification that Vendor agrees to this term. Vendor certifies that **IF a** 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 and 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 for the purposes of making audits, examinations, except transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to and rights to visit or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that the 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 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 contractor, 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.

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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 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 agree?

7
2 **Certification Regarding Lobbying**

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 section Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not more 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 a Member 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 a Member 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 subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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3 **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "[Certification Regarding Lobbying](#)", please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response Attachments section.

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4 **Subcontracting with small and minority businesses, women's business enterprises, and labor surplus areas**

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

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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5 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority business enterprises, 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.

YES

**7
6 If proposing on PART 2, Davis-Bacon Act compliance.**

IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3144) 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 Federal 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.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

7 7	Indemnification <p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation to indemnify creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Do you agree to these terms? <input checked="" type="checkbox"/> Yes, I Agree (Yes)</p>
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7 8	Remedies <p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable provided by the laws of the State of Texas.</p> <p>Do you agree to these terms? <input type="checkbox"/> Yes, I Agree</p>
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7 9	Remedies Explanation of No Answer <p><input type="text" value="No response"/></p>
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8 0	Choice of Law <p>The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside of Texas.</p> <p>Do you agree to these terms? <input type="text" value="Agreed"/></p>
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8 1	<p>Venue, Jurisdiction and Service of Process</p> <p>Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, with objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowledge, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on a party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus Texas.</p> <p>Do you agree to these terms?</p> <input type="text" value="Agreed"/>
8 2	<p>Alternative Dispute Resolution Explanation of No Answer</p> <input type="text" value="No response"/>
8 3	<p>Infringement(s)</p> <p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p> <input type="text" value="Yes, I Agree"/>
8 4	<p>Infringement(s) Explanation of No Answer</p> <input type="text" value="No response"/>
8 5	<p>Acts or Omissions</p> <p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demand and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor, agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p> <input type="text" value="Yes, I Agree"/>
8 6	<p>Acts or Omissions Explanation of No Answer</p> <input type="text" value="No response"/>
8 7	<p>Contract Governance</p> <p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Lo Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly by other applicable laws in clear and unambiguous language.</p> <input checked="" type="checkbox"/> Yes, I Agree (Yes)

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Payment Terms and Funding Out Clause

Payment Terms:

TIPS or 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 laws and regulations, including Texas Local Government Code § 271.903, or any statutory regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and approval of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

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

Do you agree to these terms?

Yes, I Agree (Yes)

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Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties the service to be performed at the District and have or will have direct contact with students. The District will be the fi 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 un 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 offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the another state.

I certify that:

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

OR

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

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

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

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

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

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

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Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state or to require arbitration in another state. A contract with such provisions may be avoided. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (and others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. **RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.**

92 Texas Government Code 2270 & 2270 Verification Form

Texas Government Code 2270 & 2271 Verification Form
 If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, its affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor certifies that the 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 taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for legitimate business purposes.
 Our entity further certifies that it is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations. Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
 I swear and affirm that the above is true and correct.

93 Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred.

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publication)

94 Solicitation Deviation/Compliance

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

95 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
 TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal upon any deviations indicated below or in any attachments or inclusions.
 In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

96	<p>Agreement Deviation/Compliance</p> <p>Does the vendor agree with the language in the Vendor Agreement?</p> <p>Yes</p>
97	<p>Agreement Exceptions/Deviations Explanation</p> <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated on this attribute. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p> <p>No response</p>
98	<p>Felony Conviction Notice</p> <p>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 a 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 information in the contract resulting in the conviction. The district must compensate the person or business entity for services performed prior to the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.</p> <p>Select A., B. or C.</p> <p>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 you answer C, you are required to provide information in the next attribute.</p> <p>B. Firm not owned nor operated by felon; per above</p>
99	<p>If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.</p> <p>If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.</p> <ol style="list-style-type: none"> 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s). <p>No response</p>
100	<p>Required Confidentiality Claim Form</p> <p>Required Confidentiality Claim Form</p> <p>This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to submit to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is for an award, until TIPS has an accurate, completed form from you.</p> <p>Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.</p>

1 0 1	<p>Member Access to Vendor Proposal</p> <p>Notwithstanding any other information provided in this solicitation or Vendor designation of certain documents confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. Vendor proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.</p>
1 0 2	<p>Choice of Law clauses for TIPS Members</p> <p>If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clause in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.</p> <p><input type="text" value="Agreed"/></p>
1 0 3	<p>Venue of dispute resolution with a TIPS Member</p> <p>In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed dispute resolution model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.</p> <p><input type="text" value="Agreed"/></p>
1 0 4	<p>Indemnity Limitation with TIPS Members</p> <p>Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirements in any agreements, contracts or other binding documents OR by prefacing all indemnity clauses required of the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".</p> <p>Agreement is a required condition to award of a contract resulting from this Solicitation.</p> <p><input type="text" value="Agreed"/></p>
1 0 5	<p>Arbitration Clauses</p> <p>Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an award with TIPS?</p> <p>Agreement is a required condition to award of a contract resulting from this Solicitation.</p> <p><input type="text" value="Agreed"/></p>
1 0 6	<p>Upload of Current W-9 Required</p> <p>Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.</p>

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CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract 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. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, 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't Code § 809.001(1).

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CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source contract or governmental 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. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, 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 contract, "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. See Tex. Gov't Code § 2274.001(3) of SB 19. "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 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 for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source contract and governmental 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. Pursuant to Tex. Gov't Code Ch. 2274 of SB 19

(87th session), the company hereby certifies and verifies that the company, 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 contract, "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. See Tex. Gov't Code § 2274.001(3) of SB 19. "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 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 for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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Acknowledgement

By submitting this proposal, Vendor 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 Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the counsel in understanding all portions of the solicitation.

ADDENDUM NO. 1 TIPS 220106 Comprehensive HVAC (2 Part with JOC)

This Addendum #1 **does not** require action from responding Vendors and **does not** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Pages 4-5 of the solicitation attachment entitled "220106 RCSP Specifications." The original pages 4-5 provided for and discussed a term of years of, "approximately two (2) years with an option for renewal extension for an additional three (4) consecutive one (1) year terms." This Addendum No. 1 corrects it to properly state and describe a term of, "approximately two (2) years with an option for renewal extension for an additional two (2) consecutive one (1) year terms" as expanded upon below. Specifically, the section entitled "Term of Agreement and Renewals" starting on Page 4 and ending on Page 5 of the attachment entitled "220106 RCSP Specifications" is now changed to read as follows:

"Term of Agreement and Renewals

The Agreement with TIPS is for approximately two (2) years with an option for renewal extension for an additional two (2) consecutive one (1) year terms. The first renewal extension year shall be automatic unless the awarded vendor notifies TIPS of its objection to the first additional one (1) year renewal extension. If TIPS offers the second one (1) year renewal extension terms, the vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base term. Whether or not to offer the renewal extension years is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is August 27, 2020 but extended negotiations delay award until September 24, 2020 the end date of the resulting initial "two-year" term Agreement, (which is subject to an extension(s)) will still be August 31, 2022 in this example*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus two years.

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022 in this example.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023 in this example.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute."

ADDENDUM NO. 2 TIPS 220106 Comprehensive HVAC (2 Part with JOC)

This correction ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted ***unless you wish to correct the optional form entitled "PART 2 JOC Pricing of Itemized List of Means Non-Prepriced Items" based on the information herein.*** This Addendum is only to correct a misstatement on the original optional attachment entitled "PART 2 JOC Pricing of Itemized List of Means Non-Prepriced Items." The attachment mistakenly provided for and discussed "Attribute 39." Specifically, any erroneous reference to "Attribute 39" on the specified attachment should be considered immediately replaced with "the Attribute Question asking for Pricing for Markup of Non-Prepriced Items in RS Means Unit Price Book." Please disregard any reference to Attribute 39 on this optional form and consider it to be referencing the Attribute Question asking for "Pricing for Markup of Non-Prepriced Items in RS Means Unit Price Book" instead.

TIPS RFP 220106 Comprehensive HVAC (2 Part with JOC)

REFERENCES

Please provide five (5) references from five different entities, preferably from school districts or other governmental entities who have us the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.

You may provide more than five (5) references.

Entity Name	Contact Person	VALID TYPED EMAIL IS REQUIRED	Phone
Lincoln Public Schools	Scott Wieskamp, Director of Facilities & I	sweiska@lps.org	402 436 1072
Douglas County School District	Wayne Blazek, Facilities Planner	wayne.blazek@dcsdk12.org	303 387 0477
Canon City Schools	Jeff Peterson, Director Of Operations	jeff.peterson@canoncityschools.org	719 276 5812
Boulder Valley School District	Ghita Carroll, Coordinator, Sustainability	ghita.carroll@bvsd.org	720 561 5181
Boulder Valley School District	Jeff Medwetz, Project Manager	jeffery.medwetz@bvsd.org	720 561 6286
Jefferson County Public Schools	Kimber Preece	Kimber.Preece@jeffco.k12.co.us	661 492 6217
DoubleTree Hilton Hotel	Renato Cojanu, General Manager	Renato.cojanu@hilton.com	214 741 7481
City of Killeen	Patrick Martin	PMartin@killeentexas.gov	254 681 7287
Gould Academy	Jerry Bernier	bernierj@gouldacademy.org	207 824 7700

Required Confidential Information Status Form

CVAL Innovations LLC

Name of company

Jinen Adenwala

Printed Name and Title of authorized company officer declaring below the confidential status of material

9701 Raven

Irving

T

75063

2146991326

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

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

Signature Jinen Adenwala Digitally signed by Jinen Adenwala Date: 2022.02.18 14:22:35 -06'00' Date 2/15/2022



Disadvantaged Business Enterprise (DBE)
CVAL INNOVATIONS, LLC

CVAL INNOVATIONS, LLC

has filed with the Agency an Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas:

NAICS 541330: ACOUSTICAL ENGINEERING CONSULTING SERVICES
NAICS 541330: ENGINEERING CONSULTING SERVICES
NAICS 541330: ENGINEERING DESIGN SERVICES
NAICS 541330: ENGINEERING SERVICES
NAICS 541350: ENERGY EFFICIENCY INSPECTION SERVICES
NAICS 541690: ENERGY CONSULTING SERVICES

This Certification commences September 15, 2020 and supersedes any registration or listing previously issued.

This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: September 15, 2020
CERTIFICATION NO. IMDB39271N0921



Ericia Mitchell

Certification Administrator



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscdblsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1470751360300
File/Vendor Number:	482850
Approval Date:	29-OCT-2019
Scheduled Expiration Date:	29-OCT-2023

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

BRANCHPATTERN, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 01-NOV-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscdblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1271285697500**
Approval Date: **July 21, 2021**
Scheduled Expiration Date: **July 31, 2022**

In accordance with the Memorandum of Agreement between the
DALLAS/FORT WORTH MINORITY SUPPLIER DEVELOPMENT COUNCIL (DFW MSDC)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

CVAL Innovations, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **July 21, 2021**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business; application for registration/certification into DFW MSDC's program, you must immediately (within 30 days of such changes) notify DFW MSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the DFW MSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

THIS CERTIFIES THAT

CVAL Innovations, LLC



* Nationally certified by the: **DALLAS/FORT WORTH MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541350; 541690; 541330; 926130; 924110

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

07/21/2021

Issued Date

DL01093

Certificate Number

Jose Turkinicz
NMSDC Board Chair

A handwritten signature in blue ink, reading "Margo J. Posey", is written over a horizontal line.

Margo J. Posey, President

07/31/2022

Expiration Date

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

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Proposed Goods and Services

1 Scope

We commend The Interlocal Purchasing System (TIPS) for your commitment to Energy & Water Efficiency improvements. It is truly inspiring to see TIPS lead a movement that positively impacts public entities, including government agencies and school districts. CVAL Innovations, LLC has had the privilege of contributing to many efforts like this pursuit and we are honored to answer your call for an Energy Service Company (ESCO). As an intent to work together, our team wants to help TIPS to make positive impacts on energy conservation.

1.1 Ability to provide required products and/or perform the required Services

The determination of what products/materials should be purchased is one of the first steps of the purchasing process. CVAL has been helping its customer on what to buy which involve balancing a multitude of factors such as quality requirements, criticality of the need, budget constraints, substitutability, technical features, and shell life etc. CVAL starts with identification of products/materials that are needed to support the facilities continuous operation. CVAL has experience working with a variety of distributors and manufacturers, to get the best product from the market at competitive prices. CVAL has associations with Trane Mitsubishi HVAC, Wesco electrical etc. and can provide products at discounted rate. Variety of products CVAL can offer through manufacturers are Chillers, HVAC Equipment & supplies, Cooling Tower, Energy Recovery Ventilation (ERV), Lighting, Refrigeration, Insulation, Electrical, controls etc. CVAL can provide below products & associated services mentioned in RFP.

- Energy Efficient Lighting
- Energy efficient/energy saving software, apps, hardware, thermostats, or similar technology;
- Water use efficiency/saving software, apps, hardware, controls, or similar technology;
- Energy or water efficient appliances and food service equipment;
- Energy efficient window treatments, window tint, or window accessories;
- Seal and insulate;
- Humidifiers and Dehumidifiers;
- High efficiency HVAC Systems and equipment;
- Exterior shade systems that aid energy efficiency;
- Energy or water use tracking or controlling devices, apps, and technology;
- Energy efficient roof accessories;
- Energy and water efficient plumbing parts and accessories;
- Energy efficient power strips, charging stations;
- Energy and water efficiency audits or assessments
- Energy or water efficiency consulting
- Services to improve or optimize energy or water consumption

1.2 Description of products and/or services

CVAL will conduct an ASHRAE Level I/II Audit of the facility to review equipment operation and provide recommendations to reduce energy consumption and improve facility performance. The facility assessment includes the building enclosure; lighting system; heating, ventilation system; domestic hot water equipment; equipment controls; and appliances and process loads. We uncover major facility modifications requiring detailed economic analysis and minor operation modifications offering simple and/ or quick paybacks. A list of major Energy Conservation Measure's (ECM) are developed for each energy consuming systems (i.e., enclosure, HVAC, lighting, power, etc.). Upon final review of information and data gathered, and the reactions from customer at the conclusion of the field survey review, a finalized list of ECMs are developed and reviewed with Customer. Our services include:

- ASHRAE Compliant Energy Audits
- Energy Efficiency
- Energy Consulting and Management Services
- Energy Conservation Programs
- Equipment Selection & Rebate Applications
- Commissioning/Retro-Commissioning Services
- Turn-Key Installation and Project Management
- Monitoring & Verification
- Third Party and Peer Review Services
- Financial Services

Our solutions cover the following categories:



Building Envelope



Lighting and Electrical Equipment



Heating and Air-conditioning



Controls and Process Optimization



Water Conservation



Process and Plug Load



Insulation



Renewable Energy

1.3 Catalogue

We continuously innovate and improve our approach to provide best products and/ solutions at an ultracompetitive cost (highest value) to our clients. The products & its pricing varies on multitude of factors such as project scope, capacity, specifications, technical features, shell life etc. Our alliances, procurement process, and lean operations will ensure our rates are always ultracompetitive. CVAL can provide all the requested products & services mentioned in this RFP. Below is a snapshot of products that we offer:

HVAC Equipment & Supplies

Item	Tag(s)	Qty	Description	Model Number
A1	3 Ton	1	3 Ton Pkgd Gas/Elec Rooftop	GBC036A3ELB--000000000000000000000000
A2	4 Ton	1	4 Ton Pkgd Gas/Elec Rooftop	GBC048A3ELB--000000000000000000000000
A3	5 Ton	1	5 Ton Pkgd Gas/Elec Rooftop	GBC060A3ELB--000000000000000000000000
A4	15 Ton	1	15 Ton Pkgd Gas/Elec Rooftop	GBC180A3ELA--000000000000000000000000
A5	17.5 Ton	1	17.5 Ton Pkgd Gas/Elec Rooftop	GBC210A3ELA--000000000000000000000000
A6	20 Ton	1	20 Ton Pkgd Gas/Elec Rooftop -	GBC240A3ELA--000000000000000000000000
A7	25 Ton	1	25 Ton Pkgd Gas/Elec Rooftop -	GBC300A3ELA--000000000000000000000000

Item	Tag(s)	Qty	Description	Model Number
B1	No Tag	1	6 Ton R-410A PKGD Unitary Gas/Electric	YSC072H3ELA--000100000000000000000000000000
B2	No Tag	1	7.5 Ton R-410A PKGD Unitary Gas/Electric	YSC090H3ELA--000100000000000000000000000000
B3	No Tag	1	8.5 Ton R-410A PKGD Unitary Gas/Electric	YSC102H3ELA--000100000000000000000000000000
B4	No Tag	1	10 Ton R-410A PKGD Unitary Gas/Electric	YSC120H3ELA--000100000000000000000000000000

Item	Tag(s)	Qty	Description	Model Number
C1	No Tag	1	12.5 Ton Packaged Unitary Gas/Elec	YSD150G3RLB--00000000000000000000000000000000

Lighting products and supplies

Interior		
Recessed	JPTR22-26W	2x2 troffer
	JPTR24-32W	2x4 troffer
	JPTR22-30W-BWDS	2x2 troffer
	JPTR24-40W-BWDS	2x4 troffer
High bays	JRHBE-100W	Round highbay
	JRHBE-100W	Round highbay
	JRHBE-230W	Round highbay
	JPLHB-110W	Linear highbay
	JPLHB-160W	Linear highbay
	JPLHB-220W	Linear highbay
	JPLHB-320W	Linear highbay
	JPLHB-400W	Linear highbay
LED Tubes	JT8-AB-NSF-4FT-12W	Type AB
	JT8-AB-NSF-4FT-15W	Type AB
	JT8-AB-NSF-4FT-18W	Type AB
Stairwell	JSTR2-30W-CT-DSP	2' Stairwell
	JSTR4-40W-CT-DSP	4' Stairwell
	JSTR8-80W-CT-DSP	8' Stairwell
Exit signs	JES-DF	Double sided

Exterior	
Area pole lights	JAL-60W
	JAL-80W
	JAL-100W
	JAL-150W
	JAL-200W
	JAL-240W
	JAL-300W
Area flood lights	JAL-450W
	PFL-15W
	PFL-30W
	PFL-50W
	PFL-80W
	PFL-100W
	PFL-150W
	PFL-230W
Wall Packs	PFL-300W
	PFL-400W
	PWP-NC-30W
	PWP-NC-50W
Sports flood lights	PWP-NC-80W
	PWP-NC-120W
	JSLP-400W
	JSLP-500W
	JSLP-600W
	JSLP-750W
JSLP-1000W	
JSLP-1200W	

1.4 Description of Experience

CVAL Innovations, LLC is an energy service company (ESCO) that performs services related to reducing the energy expenditure of facilities while increasing overall comfort. Our company was founded in 2009 to provide energy conservation and project management services to industrial, public and commercial customers. We have established a track record of successful projects yielding quantitative savings. We are dedicated to helping our customers achieve Net-Zero energy consumption through our energy management endeavors. We offer an integrated energy conservation approach that delivers deep energy reductions, substantial cost savings, increased comfort, and a reduced environmental footprint.

CVAL is committed to developing, designing, and delivering turnkey solutions that improve safety and comfort, and optimize facility-wide operations. We are passionate about energy conservation, and we strive to make it easy for organizations to identify, assess, and invest in facility improvements. We take a unique approach to conservation and managing risk by bringing people and process excellence together.



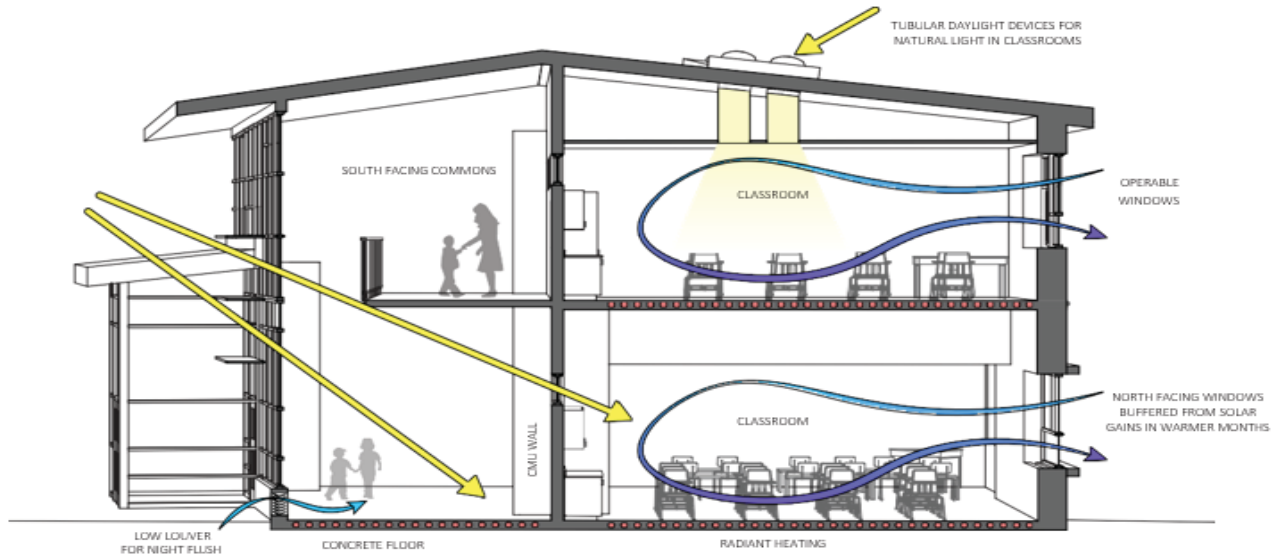
CVAL & our team have delivered more than 100 energy projects across the nation for a wide variety of public and private sector clients, guaranteed over \$38 Million of energy savings and achieved a performance record of 35% energy savings forecasted, combined. Most of our projects result in a 30%-50% reduction in energy cost with a typical payback between 5 to 7 years.

With every project, we identify areas to provide improved value to our customers. As such, over the years, we continuously innovate and improve our approach to provide best solutions at a reduced cost (best value) to our clients. We have partnered with multiple financing companies that offer different products to meet the needs of end-users. Also, CVAL has partnered with manufacturers and other firms to provide both – an exceptional solution at best value.

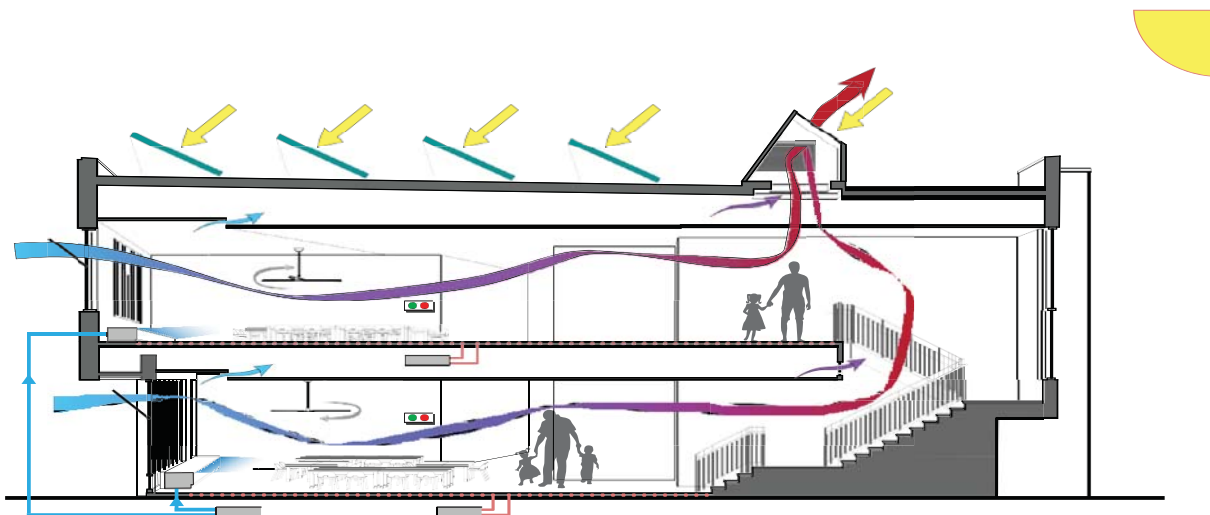
Our team includes Professional Engineers (PE), Certified Energy Managers (CEM), Certified Measurement and Verification Professionals (CMVP), Certified Commissioning Authority (CxA), and Registered Architect. Additionally, the CVAL team combines global knowledge base with local on-site experts, to guide TIPS with a comprehensive solution with improved occupant comfort and reduced energy cost to all facilities. Furthermore, we are HUB, MBE, SBE and DBE certified firm in Texas.

We have refined our approach to meet the requirements associated with optimizing system performance, enhancing energy efficiency and occupant comfort while promoting durable and maintainable systems for K-12 facilities. We have since taken this experience and scaled it at different facilities including the following:

- **K-12 Facilities:** Our team has provided innovative solutions to increase facility performance, maximize energy savings, and reduce annual utility costs in K-12 facilities across the nation. Facilities include new and MEP upgrades, all focused on occupant comfort and minimizing the energy footprint. Majority of them achieved over 40% lower energy than the current code compliance.



- **Design-Build:** CVAL has been actively involved in Design-Build projects. In the last 10 years, our unique experience with Design-Build project delivery has resulted in innovations, efficiencies and best practices.
- **Retrofit:** With experience retrofitting government facilities, CVAL puts forth a performance-oriented design-build implementation approach to help deliver cost effective energy efficiency opportunities. We work with clients to adapt their project approval criteria from simple payback to Life Cycle Return on Investment, which increases the depth and comprehensiveness of projects.

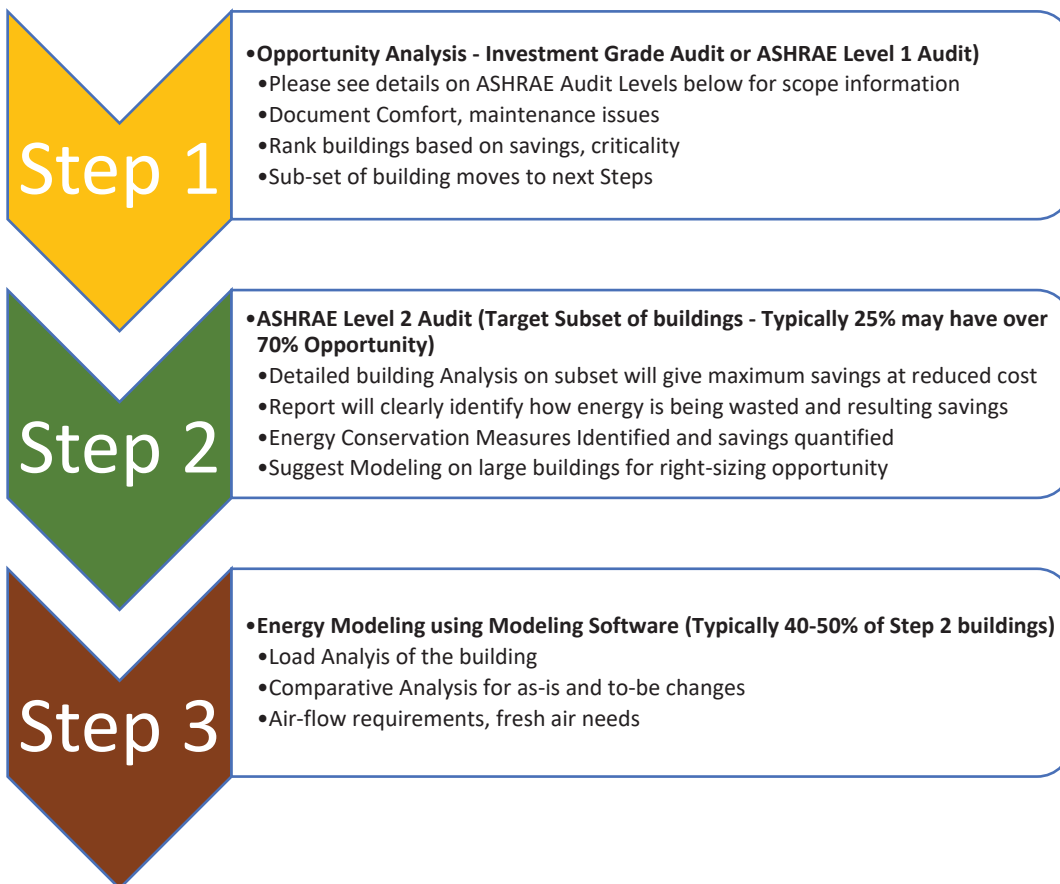


Retrofits are commonly conceptualized as single system one to one replacements, however at CVAL, we take a more holistic approach to updating the whole building. An examination of the current building, its full systems operations, including building occupants' needs, will be the first step to broaden these project scopes. A close examination like this will allow our team to introduce novel possibilities, building operations, and occupant- led behavioral strategies.

Our Customized Process for TIPS Members – 3 STEP Process

25% of the buildings may be responsible for 70% of the cost. So rather than spending money on detailed energy study for all buildings, we suggest that we do initial Level 1 analysis for all buildings. After identifying the target 25%, we drill down on those buildings for detailed ASHRAE Level 2 audits. This will help contain the cost and provide necessary details to maximize the value for the money spent. Once that is done, we may realize that some buildings may have comfort and equipment right-sizing opportunity. Through detailed energy modeling, we will recommend appropriate HVAC size to improve comfort and reduce operational cost.

Following is the 3-Step Process and cost. Price may vary if scope changes. Details on pricing are provided in Tab 6 (Energy Audit).



RFP/RCSP 220106

1.5 Past Projects



Year Completed

2016

Project Title and Location

DoubleTree Hilton Hotel Retrofit | Dallas, TX

Owner's Representative

Renato Cojanu, General Manager

DoubleTree Hilton

2015 Market Center Boulevard, Dallas, TX, 75207

214 741 7481

Renato.cojanu@hilton.com

Team Members Involved

Jinen Adenwala, Principal / Philp Eash-Gates, Project Manager

Lead Project Developer and Lead Project Manager:

Philip Eash-Gates

General Scope of Work

As a result of aging and unreliable chillers, comfort complaints were on the rise at the DoubleTree Hilton Hotel. Inefficient chiller operation resulted in high energy and repair costs causing detrimental effect on customer satisfaction and the establishment's bottom line. A high-efficiency chiller was selected to enhance comfort for the high-occupancy hotel. The unique selection of equipment allowed for a wider Delta T, resulting in better humidity control. Thus, the new chiller helped reduced the hotel's energy consumption and lowered annual energy costs/occupied room by 41%, reduced actual expenses by 54%, earned \$45,000 utility rebate with overall ROI less than 4 years, and secured \$192,000 in federal tax deductions.

Total Dollar Contract Amount

\$857,039

Type of Contract

Guaranteed Savings

Source(s) of Project Funding



Client Self-Funded

Year Completed

2017

Project Title and Location

Sheraton Gunter Hotel Retrofit | San Antonio, TX

Owner's Representative

Preston Brown, Director of Engineering

Sheraton Gunter

205 E Houston Street, San Antonio, TX 78205

210 227 3241

PBrown@sheratongunter.com

Team Members Involved

Chandra Ponnurangam, Project Engineer

Lead Project Developer and Lead Project Manager:

Philip Eash-Gates

General Scope of Work

Sheraton Gunter in San Antonio was suffering from high maintenance cost and increasing guest complaints. The building had a water-cooled chiller system with outdated chillers and cooling tower. The fans and pumps were operating continuously with no controls while the existing building management system was not operational and there was no monitoring system in place. As a result, CVAL implemented Building Automation System, Installation chillers, VFD's, and provided several low cost/no cost measures contributing to lower energy usage.

Total Dollar Contract Amount

\$791,195

Type of Contract

Guaranteed Savings

Source(s) of Project Funding

Client Self-Funded



Year Completed

2017

Project Title and Location

DFW Airport Business Center Energy Audit | DFW Airport, TX

Owner's Representative

Janelle Jordan,
 General Manager
 2220 S. Service Rd.,
 DFW Airport, TX 75261
 Email: Janelle.jordan@outlok.com

Team Members Involved

Jinen Adenwala, Principal / Philip Eash-Gates,
 Project Manager

Lead Project Developer and Lead Project Manager:
 CVAL, Philip Eash-Gates

General Scope of Work

DFW Business Center is located at DFW Airport and was constructed in 1977. The building was leased to a private company. The new tenant realized very high operational cost and engaged CVAL Innovations to conduct detailed comprehensive ASHRAE Level 2 Energy Audit to present recommendations to them. CVAL Innovation was able to find several no-cost and low-cost recommendations along with Capital Project recommendations or Energy Conservation Measures (ECMs). Total expected energy savings identified were about 66% with payback of 4.9 years.

Project Size:

- Office building: 115, 440 sq. ft.
- Parking garage: 451,640 sq. ft.
- Administrative building: 73,155 sq. ft.



Year Completed

2016

Project Title and Location

City of Killen Energy Audit | Killeen, TX

Owner's Representative

Pat Martin, Facilities
 Manager City of Killeen
 101 N College Street, Killeen, TX
 76541 254 200 7950
 PMartin@Killeentexas.com

Team Members Involved

Jinen Adenwala, Principal / Philip Eash-Gates, Project
 Manager

Lead Project Developer and Lead Project Manager:
 CVAL, Philip Eash-Gates

General Scope of Work

CVAL Innovations carried ASHRE level II energy audit at different facilities of City of Killen. The City of Killeen renovated the existing Cornerstone building to house the City's information technology department and record storage. Previously located in City Hall, the Information Technology department had unsustainable structural issues, problems with the heating ventilation and air conditioning system and electrical problems. CVAL utilized deep energy conservation design strategies which reduced energy use by 50% versus baseline design. Designed & installed a premium efficiency variable refrigerant flow (VRF) system with advanced controls & energy recovery ventilation. Increased number of zones from 5 to 20, ensuring exceptional comfort, customized for the occupants.

Project Size:

- Cornerstone Building (Design/Built): 10,930 sq. ft.
- Convention center: 63,000 sq. ft.
- Convention center parking: 100,000 sq. ft.
- Lions Club Park (recreational) building: 54,747 sq. ft.

1.6 Warranty/Guarantee

CVAL offers a 1-year labor warranty. Products used will abide by the manufacturer’s warranty. CVAL does not manufacture any equipment that would be used in this project. Our firm is manufacturer-agnostic and will specify equipment based on needs of the project (e.g. efficacy, performance, cost, availability, warranty, listing/certification, rebate eligibility, etc.) and upon any product preferences of TIPS. While CVAL has experience working with a variety of distributors and manufacturers, we have no such formal business arrangements; this allows us to maintain an impartial, manufacturer- and product-neutral position with respect to purchasing equipment.

1.7 Subcontracting Plan

CVAL has successfully partnered on many projects with highly qualified subcontractors, due to our complementary services, strong relationship, and our common goal of improving energy comprehensive performances for clients. CVAL Innovations, LLC in association with Branch Pattern, Inc. has had the privilege of contributing to many efforts similar to this pursuit.

Branch Pattern is our Key Partner and a building consultancy committed to Improving Life through Better Built Environments.

We share a common belief that “People are at the core of everything we think, create and do. We are a building consultancy dedicated to creating better built environments through our many interwoven specialisms. Our beliefs are rooted in nature which has taught us that true sustainability sits at the intersection of human experience and environmental stewardship.”

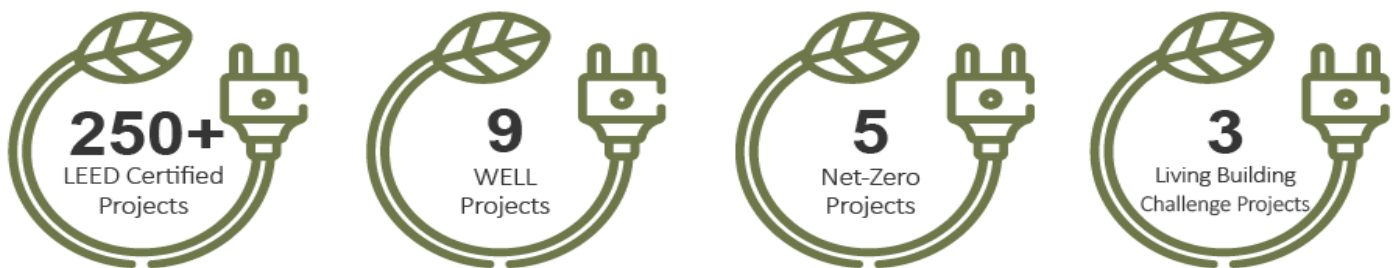
Our team specialists use that knowledge to integrate services that draw from the fields of engineering, social science, architecture, construction, and building science.

Leadership in Sustainability


Our building engineers and scientists genuinely care about people and are committed to advancing sustainability and promoting human and environmental wellbeing through action and research.

Our experience in environmental rating systems includes stringent and mandatory performance requirements. This experience helps guide us to know what the results of testing will yield relative to various design concepts.

Below is a snapshot of our portfolio which includes some of the most advanced and rigorous green building standards we helped clients achieve:



For this pursuit, below is a table illustrating a complete range of services our team offers.

	In-House	Consultant
	CVAL Innovations	
Facilities Assessment/ Analysis	●	
Whole Building Modeling	●	
Ecological Building Consulting		●
Energy Studies	●	
Re/Retro Commissioning	●	●
Green Building Certification	●	●
Investment Grade Audit	●	
Project/Construction Management	●	●
Installation/Implementation	●	

CVAL has composed a dynamic team of professionals for this program, with extensive experience developing and delivering comprehensive Design Build services to meet the needs of TIPS members. The **organizational chart** below indicates which team member will have primary technical responsibility for the following services:



Jinen Adenwala
–
Project Executive

PMO



Julie Gutierrez
–
Project Manager

Project Coordination

David Ramirez

–
Project Supervisor

Energy Audit



Darshan Zambre
–
Senior Engineer/
Manager- Energy
Efficiency Projects

M&V

Phillip Eash-Gates

Senior Energy Engineer

Modeling

Energy Solution



Ravi Maniktala
–
Team Lead

Lighting

Scott Koelzer

Lighting Specialist

HVAC

Brad Stiles

Mechanical Engineer

Human Centric Design

Stuart Shell

Health/wellness specialist

Water

Brad Stiles

Mechanical Engineer

Project Controls



Jigna Adenwala
Controller


**Project Executive /
Financing Lead**

Jinen Adenwala MSEE, CEM, LSSGB

Bringing over 20 years of experience, Jinen Adenwala has held management and senior management positions with fortune 500 companies. In his immediate past, he was responsible for Center of Excellence Leader with global line management and enterprise architecture responsibilities.

Relevant Project Experience

- **Gould Academy Comprehensive Audits & Implementation**
Bethel, ME | 203,045 sf
- **DoubleTree Hilton Hotel Comprehensive Retrofits**
Dallas, TX | 100,000 sf
- **City of Killeen Comprehensive Energy Audits**
Killeen, TX | 200,000 sf

Responsibilities

Contract Negotiations,
Construction/Project
Management, Project
Financing Lead

Certifications & Licensures

Certified Energy Manager
Lean Six Sigma Green Belt
ASHRAE standard 100
committee member
Member of Association of
Energy Engineering.


**Project
Management**

Julie Gutierrez PMP

Julie holds a bachelor's in electrical engineering and an Executive master's in business administration. She is president of Core CMCI and has a proven track record delivering full-service construction services and program management nationwide in Denver, Phoenix, Chandler, Maricopa, Sahuarita, Tucson, Chicago and Sioux Falls.

Relevant Project Experience

- **Cedar Hill Bond Program Manager**
Cedar Hill, Tx
- **Program Manager**
Phoenix, Tucson and Denver surrounding cities |
5,348 sf - 22,000 sf (6 locations)
- **Town Talk Foods Energy Conservation**
Arlington, Tx | 34,000 sf

Responsibilities

Construction/Project
Management

Certifications & Licensures

Six Sigma, Prosci Change
Manager, PMP, Agile,
OSHA 30


Project Supervisor

David Ramirez

David started in A&E design in 1990. Within a decade he was also doing Estimating, Construction & Project Management and Master Planning. He has headed International/Global Multi-million-dollar projects which includes new ground up, renovation, adaptive re-use and remediation projects.

Relevant Project Experience

- **2017-2019 Texas A&M Project Manager/Owners Rep
Dental School & Nursing and Health Science Building**
Dallas, Tx & Commerce, TX | \$167M Project
- **2000 3D/International-Design Build for Johnson Controls**
Manufacturing, Factory and Office Building Project featured in
Architectural Record Magazine | 186,000sqft | \$100M Project

Responsibilities

Construction/ Project
Management,
Project Coordination
Pre-Construction,
Master Planning
Application Management &
Coordination with MEP


**Project Executive /
Team Lead**

Ravi Maniktala

 PE, LEED AP BD+C, CxA, HBDP

for 47 years, Ravi Maniktala has gained in-depth experience designing mechanical and electrical systems. His hard work resulted in the implementation of Energy Conservation Measures (ECMs) recommended for 150 school & college buildings across the State of Nebraska.

Relevant Project Experience

- **Crawford Elementary Renovation**
Crawford, NE | 15,000 sf
- **General Services Administration, Region 2 ESPC**
New York, NY | 8 Million sf
- **Meadowlark School**
Denver, CO | 101,750 sf

Responsibilities

Lead Engineering & Design Work, Construction/ Project Management, Post-Construction, Measurement & Verification

Certifications & Licensures

Professional Engineer, LEED Accredited Professional Certified Cx Authority High-Performance Building Design Professional.


**Lighting
Specialist**

Scott Koelzer

 PE, LEED AP BD+C

Scott's experience with designing lighting systems, electrical power distribution, emergency power systems, structured cable systems, and lightning protection systems for both new and renovated education facilities spans nearly two decades.

Relevant Project Experience

- **Crawford Elementary Renovation**
Crawford, NE | 15,000 sf
- **Grandview Elementary School Remodel**
Alliance, NE | 35,644 sf
- **Council Bluffs Community School District, Wilson & Kirn Middle School**
Council Bluffs, IA | 320,000 sf

Responsibilities

Electrical Engineering & Design Work, Post-Construction

Certifications & Licensures

Professional Engineer, LEED Accredited Professional


**HVAC &
Water
specialist**

Brad Stiles

 PE, CEM, LEED AP, CxT

With a background in mechanical engineering, Brad evaluates building systems holistically. This comprehensive perspective allows him to identify system issues to help ensure proper operation and occupant comfort, while highlighting opportunities for energy savings.

Relevant Project Experience

- **Crawford Elementary Renovation**
Crawford, NE | 15,000 sf
- **General Service Administration, Region 2 ESPC**
New York, NY | 8 Million sf
- **Council Bluffs Community School District, Wilson & Kirn Middle School**
Council Bluffs, IA | 320,000 sf

Responsibilities

HVAC & Water Engineering & Design Work, Post-Construction

Certifications & Licensures

Professional Engineer Certified Energy Manager LEED Accredited Professional Certified Commissioning Technician



Health/Wellness Specialist

Stuart Shell AIA, EDAC, LEED AP

Stuart has over 15 years of experience in architectural engineering. As an architect and scientist, he analyzes indoor environments to promote occupant comfort, well-being, and productivity. His research in occupant satisfaction with indoor environmental quality forms a basis for his competence in acoustics, air quality, thermal comfort, and lighting.

Relevant Project Experience

- **University of North Texas, Student Learning & Success Center**
Dallas, TX | 153,000 sf
- **University of North Texas, MEP Renovation**
Dallas, TX | 49,000 sf
- **Council Bluffs Community School District, Wilson & Kirn Middle School**
Council Bluffs, IA | 320,000 sf

Responsibilities

IAQ, Occupancy Health/Wellness Design Work, Post-Construction

Certifications & Licensures

Registered Architect, Evidence-Based Design Accreditation and Certification, LEED Accredited Professional



Senior Engineer/Manager - Energy Efficiency Projects

Darshan Zambre PE, MSISE

Darshan is Senior Engineer at CVAL Innovations LLC. Darshan has 8 years of experience in developing and evaluating energy efficiency projects. He has consulted for a wide variety of clients ranging from school districts to heavy industrial. With sound knowledge of fundamental mechanical systems, Darshan has helped save clients more than 25 million kWh in savings. He has worked for utility programs and has reviewed and approved projects for HVAC, boilers and industrial processes for funding. He is an expert in Measurement and Verification and has implemented utility energy efficiency programs in Louisiana and Illinois.

Relevant Project Experience

- **Acadia Parish Energy Audit** Acadia Parish, LA
- **Hawaiian Airlines**
Honolulu, HI
- **KIPP New Orleans School**
New Orleans, LA

Responsibilities

Energy Auditing, Energy Modeling Energy Efficiency,

Certifications & Licensures

Professional Engineer

RFP/RCSP 220106



M&V
(Senior Energy Engineer)

Philip Eash-Gates PE, CEM, CMVP

Philip Eash-Gates is a Certified Measurement and Verification Professional and brings a decade of experience in customizing solutions to save energy and conserve natural resources. He previously served as the Energy Manager for the City of San Antonio where he established its first energy management division and created an award-winning municipal facility retrofit program.

Philip's experience also includes development of building energy conservation codes, management of a broad array of sustainability programs, implementation of green building projects, and construction of distributed renewable water systems.

Additionally, he has successfully implemented over 3,000 lighting retrofits at multiple type facilities throughout his career. He has unique experience in financing public energy efficiency projects, including the establishment of the first revolving energy efficiency fund for a Texas municipality.

As the Program Manager and a Certified Energy Manager, Philip uses his wealth of experience from both consultancy and facilities management energy services delivery to lead his team in providing innovative solutions while delivering real and verified results.

Relevant Project Experience

- **City of San Antonio Municipal Facility Lighting Retrofits**
San Antonio, TX | 3.2 Million sf
- **City of San Antonio HVAC and Retro-Commissioning**
San Antonio, TX | 3.4 Million sf
- **City of Killeen Comprehensive Energy Audits**
Killeen, TX | 200,000 sf
- **Sheraton Gunter Hotel Comprehensive Retrofits**
San Antonio, TX | 230,000 sf
- **DoubleTree Hilton Hotel Comprehensive Retrofits**
Dallas, TX | 100,000 sf

Responsibilities

Contract Negotiations, Construction/Project Management, Training, Post-Construction, Measurement & Verification, Project Financing

Certifications & Licensures

Professional Engineer
Certified Energy Manager
Certified Measurement and Verification Professional



Project controller

Jigna Adenwala

She brings 15 years of experience working in business management, human resources, and financial leadership roles. Prior to joining CVAL Innovations, she served as the Controller of PWR Solutions Inc., a \$1.2 Billion engineering/energy consulting services company.

Relevant Project Experience

- **Cornerstone Building Renovation Energy Audit**
Killeen, TX | 10,930 sf
- **DoubleTree Hilton Hotel Comprehensive Retrofits**
Dallas, TX | 100,000 sf
- **City of Killeen Comprehensive Energy Audits**
Killeen, TX | 200,000 sf

Responsibilities

Managing and re-engineering processes, Cost Optimization, Developing and Tracking Budget, Performance Management, Customer Relations

1.8 Safety Plan

CVAL takes safety planning very seriously. Our Safety Plan includes the safety team, policies and processes. The Safety Team includes our Safety Coordinator who will plan and implement safety policies and programs, advise and lead the subcontractors on various safety-related topics, prepare educational seminars and train employees on a regular basis, conduct risk assessments, enforce preventative measures, prepare and present reports on violations and oversee project construction. The Assistant Safety Coordinator will assist the Safety Coordinator with maintain a compliant jobsite with all safety standards, performing daily quality and safety checks, maintaining open communication between the subcontractors' foreman, other administrative work and duties passed down from the Safety Coordinator. Safety and Environment Issues will be assessed daily, documented with resolutions and communicated out.

1.9 Safe and Secure School Plan

It is the policy of TIPS to promote safe and secure schools. Vendors must detail how they intend to comply with the below requirements. All Vendors and subcontractors are responsible for ensuring employees on the job site are in compliance with the following:

- No drugs, alcohol, or tobacco on TIPS or TIPS Members' property. All Awarded Agency and most TIPS Members' property and facilities are drug-free zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, alcohol, or illegal drugs while in or on TIPS Members' property or building. If Vendor has a drug testing policy, attach a copy of the policy.
- No weapons on school grounds with the exception of normal tools used in construction.
- Convicted child and sex offenders may not work on school grounds.

CVAL strictly follows above guidelines and ensures that its subcontractors are in compliance with the same.

1.10 Environmental Initiatives

CVAL is committed to supporting emission reduction, energy conservation, and other environmental initiatives in the region and has been an active green initiatives participant for many years. CVAL participates in, and follows below mentioned green initiatives

1. Recycling: Our policy is to recycle everything that can be recycled.
2. Energy Efficiency Practices: We are an energy efficiency consulting company. We promote, educate and practice energy efficiency.
3. Environmentally Preferred: We are stewards for promoting sustainability and environmentally friendly best practices.
4. Water/Energy Conservation: Our detailed Energy Audits include Water Conservation. Our office uses low-flow fixtures.
5. Air Quality/Emissions: All our projects reduce green-house gases for our customers. We have reduced thousands of metric tons of Carbon Dioxide by reducing facilities' energy footprint by 40-60%. We use only fuel-efficient and hybrid vehicles. We promote a reduction in the use of fossil fuels. Our office is powered by 100% green energy.
6. Disposal Practices: Our sub-contractors are encouraged to recycle materials that can be recycled. Fluorescent tubes and mercury are disposed of using Universal Waster Handlers to dispose of properly.
7. Other Environmentally Friendly Practices
 - We are a paperless company and discourage printing.
 - We avoid the use of single-use plastic to the extent possible.
 - We practice being Green on every aspect of our lives.
 - Our office does not use bottled water.