

TIPS VENDOR AGREEMENT (JOC) PART 2 ONLY

Between Star Service Inc. and
(Company Name)

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

General Information

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

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

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

A Purchase Order, 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 to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges 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, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed 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 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.

Davis Bacon Act

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates

Other wage rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. 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 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.

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

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract 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.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees 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 work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. 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), 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 bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS 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, TIPS is to 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.

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

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 (when applicable to service or job)

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

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

Smoking

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

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The 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 i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS,

its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the 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 this Solicitation 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 random audits of Awarded Vendor's pricing that is offered to 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-complying 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 format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

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.

Bonding

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the

scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, **"Scheduling of Projects"**.

Support Requirements

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

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.

Incorporation of Solicitation

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

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.

CERTIFICATIONS

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. **Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees 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 otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

I certify that our company is not listed on and we do 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 pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of

Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested 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.

TIPS Vendor Agreement Signature Form

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

Company Name Star Service Inc.

Address 7425 Major St

City Houston State TX Zip 77061

Phone 281-481-0700 Fax 281-481-8650

Email of Authorized Representative dfischer@starservice.com

Name of Authorized Representative Doug Fischer

Title General Manager

Signature of Authorized Representative 

Date 2/2/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

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 Star Service Inc 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

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

Star Service Inc Information

Contact: Robb Robinson
Address: 7425 Major St.
Houston, TX 77061
Phone: (281) 330-2977
Fax: (281) 481-8650
Toll Free: (281) 330-2977
Email: rrobinson@starservice.com
Web Address: www.starservice.com

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

Doug Fischer

Signature

Submitted at 2/14/2022 4:35:22 PM

dfischer@starservice.com

Email

Requested Attachments

Agreement Signature Form PART 1 ONLY

220106 Agreement Signature Form PART 1 ONLY_signed.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT 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 AGREEMENT 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 attributes 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 ONLY_Signed.pdf

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.

Vendor Agreement PART 2 ONLY

220106 Vendor Agreement JOC_PART 2 ONLY_signed.pdf

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 Agreement Signature Form PART 2 ONLY_signed.pdf

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

220106 Pricing Form 1 PART 1 ONLY_Filled.xlsx

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

220106 Pricing Form 2 PART 1 ONLY_Filled.xlsx

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

220106 PART 2 JOC Pricing of Itemized List of Means Non-Prepriced Items_Filled.xlsx

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_Form_Filled.xls

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

220106 Proposed Goods and Services_Filled.xlsx

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list 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 your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

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 vendor has more than one certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

Warranty

Star Service Warranty Information.pdf

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

Supplementary

Star Service Expertise & Capabilities.pdf

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

No response

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

Star Logo_Fidelity_small.png

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

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 Base documents 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

CERTIFICATION OF CORPORATE OFFERER FORM.pdf

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

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

No response

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_signed.pdf

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 ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

Star Service Bonding Capacity Letter.pdf

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

Current W-9 Tax Form

W-9 2022_signed.pdf

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

Star Service Marketing Plan.pdf

Star Service Marketing Plan

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 data-bbox="110 779 305 821" type="text" value="No"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm 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 CERTIFICATES section. <input data-bbox="110 1066 305 1108" type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input data-bbox="110 1228 305 1270" type="text" value="No"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input data-bbox="110 1388 1555 1430" type="text" value="TX, LA, AL, MS"/>

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Star Service, Inc. has demonstrated its ability to deliver the labor, material and equipment resources necessary to safely and efficiently perform pro-active repairs and predictive maintenance services as well as emergency services, engineering and project/construction projects. In addition to Maintenance and Emergency Services, Star Service, Inc. provides preventive maintenance, repair services, engineering services and installation and design/build services to over 50 industrial customers between the Mississippi River Corridor and Houston Ship Channel. At Star Service we provide our customers with the region's most Comprehensive HVAC Maintenance Services available along with a level of accountability that is completely unique.

Star Service has been in the HVAC industry since 1952 and began specializing in the HVAC maintenance field in the mid 1980's. We have used an innovative approach that has become the most successful cost reducing program in the industrial, commercial, and municipal markets. Star has also applied this approach to numerous Public and Private school systems with the same successful results. In these cases, Star Service is responsible for all Preventive & Predictive maintenance, repairs, and emergency calls for 100's of schools in the Southeast region of the U.S. There are many factors that are attributed to our success however; our ability to organize and complete mass quantities of preventive maintenance task on a preplanned schedule is the fundamental core our company is founded upon. As a part of our services with school districts and Municipalities, we have changed out numerous types of HVAC equipment varying from Roof Top Package Units to Chilled water Chillers. Our work with school districts and Municipalities is focused in Texas, Louisiana, Mississippi, and Alabama.

We also service numerous private and charter schools, Commercial Buildings, and Industrial plants as well. All of the campuses covered by Star Service enjoy complete and comprehensive facility solutions including various projects, which include the replacement of equipment, HVAC controls solutions, and Energy reduction solutions (including Carbon footprint reductions). Star is product independent and has access to a wide variety of equipment manufacturers. We work with all types of system configurations & designs and maintain, repair, and manage all brands and types of equipment:

- Chillers (Manufacturers – Trane, Carrier, York, McQuay, etc. / Types – Absorption, Recip, Screw, Centrifugal, Magnetic Bearings, etc)
- Package units
- Split systems
- Water source Heat Pumps
- Window units
- Cooling Towers
- Boilers
- Air Handlers
- Fan Coil Units
- Pumps
- Automated Control Systems

6 Primary Contact Name

Primary Contact Name

Robb Robinson

7 Primary Contact Title

Primary Contact Title

VP of Business Development

8 Primary Contact Email

Primary Contact Email

rrobinson@starservice.com

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

2814810700

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2814818650"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2813302977"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="Dan Capone"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="Commercial Account Manager"/>
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14	Secondary Contact Email Secondary Contact Email <input type="text" value="dcapone@starservice.com"/>
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15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2814810700"/>
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16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2814818650"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7138180772"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Jose Muniz"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="jmuniz@starservice.com"/>
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20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2814810700"/>
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21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Norma Andrews"/>
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22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="nandrews@starservice.com"/>
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23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2814810700"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.starservice.com"/>
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25	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="Star Service Inc., of Houston"/>
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26	Primary Address Primary Address <input type="text" value="7425 Major St"/>
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27	Primary Address City Primary Address City <input type="text" value="Houston"/>
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28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="Texas"/>
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29	Primary Address Zip Primary Address Zip <input type="text" value="77061"/>
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Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

HVAC Maintenance, Repairs, & Installation; Control Systems, Energy Management, Chillers, pumps, Package Units, Split Systems, VAV Boxes, VFDs, Air Handlers

3
1

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

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.

Yes

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3

Company Residence (City)

Vendor's principal place of business is in the city of?

Houston

3
4

Company Residence (State)

Vendor's principal place of business is in the state of?

Texas

35 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 to ANY 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 OR GOOD 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 Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.

36 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.

37 Yes - No

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

38 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 resellers and 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 **REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient**

9 **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 for the RS Means Price Book would be a .95 regular hours coefficient and so on.

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

0 **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 **REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book**

1 **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 materials 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	<p>Yes - No</p> <p>Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?</p> <p>TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.</p> <p><input type="text" value="Agreed"/></p>
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4 3	<p>TIPS Administration Fee Paid by Vendor - Not Charged to Customer</p> <p>Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and shall never separately charge the TIPS 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.</p>
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4 4	<p>Yes - No</p> <p>Do you offer additional discounts to TIPS members for large order quantities or large scope of work?</p> <p><input type="text" value="Yes"/></p>
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4 5	<p>Years in Business as Proposing Company</p> <p>Years in business as proposing company?</p> <p><input type="text" value="70"/></p>
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4 6	<p>Resellers:</p> <p>If awarded on PART 1, does the vendor have resellers that it will name under this contract?</p> <p>Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.</p> <p>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.</p> <p>(Resellers are only permitted under a PART 1 award. If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).</p> <p><input type="text" value="No"/></p>
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4 7	<p>Right of Refusal</p> <p>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.</p>
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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 bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

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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

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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 Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

5
2

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

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, partnership or individual (Company) listed below;

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

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

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

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

5 **Suspension or Debarment Certification**

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

Yes

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Non-Discrimination Statement and Certification

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

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

Yes, I certify (Yes)

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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 funds.

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 at 2 CFR PART 200. 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.

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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 contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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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 up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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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 award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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 file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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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 in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

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

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

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 parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

Does vendor 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 under 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 requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

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 Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

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7 **2 CFR PART 200 Equal Employment Opportunity**

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

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

Does vendor agree?

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8 **2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

[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, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor 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?

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9 **2 CFR PART 200 Contract Cost & Price**

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

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

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

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

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

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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?

Yes

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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 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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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 area firms.

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.

**7
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, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), 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

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

Yes, I Agree (Yes)

**7
8** Remedies

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

Do you agree to these terms?

**7
9** Remedies Explanation of No Answer

**8
0** 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. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

8 1	Venue, Jurisdiction and Service of Process Any proceeding, involving Region 8 ESC or TIPS, 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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas. Do you agree to these terms? <input type="text" value="Agreed"/>
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8 2	Alternative Dispute Resolution Explanation of No Answer <input type="text" value="N/A"/>
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8 3	Infringement(s) The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms? <input type="text" value="Yes, I Agree"/>
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8 4	Infringement(s) Explanation of No Answer <input type="text" value="N/A"/>
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8 5	Acts or Omissions The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Do you agree to these terms? <input type="text" value="Yes, I Agree"/>
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8 6	Acts or Omissions Explanation of No Answer <input type="text" value="N/A"/>
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8 7	Contract Governance Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. <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 or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

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 automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 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 on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

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9 1 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, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among 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. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

9 2 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 has a 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, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees 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 otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
Our entity further certifies that it is 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 per 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.

YES

9 3 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 Company 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 publishing)

9 4	Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? <input type="text" value="Yes"/>
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9 5	Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. <input type="text" value="N/A"/>
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9 6	Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? <input type="text" value="Yes"/>
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9 7	Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement. <input type="text" value="N/A"/>
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9 8	Felony Conviction Notice Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (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. Select A., B. or C. 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 below, you are required to provide information in the next attribute. <input type="text" value="B. Firm not owned nor operated by felon; per above"/>
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99 **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.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

100 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

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 provide 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 qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

101 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as 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**. The 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.

102 **Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses 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.

103 **Venue of dispute resolution with a TIPS Member**

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 upon 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.

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Indemnity Limitation with TIPS Members

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 requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

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Arbitration Clauses

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 awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

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Upload of Current W-9 Required

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.

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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 has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. 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 of these 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).

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 provider 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 any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

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 provider 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 any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." 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 Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of 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 used 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

You may provide more than five (5) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
City of Friendswood	James Toney	jtoney@ci.friendswood.tx.us	281-996-3229
Galena Park ISD	Charlie Miller	cmiller@galenaparkisd.com	832-507-8556
Huffman ISD	Doug Wade	dwade@huffmanisd.net	281-704-8029
City of Humble	John Holt	jholt@cityofhumble.net	281-627-5347
City of Houston	Berkley Bolden	berkley.bolden@houstontx.gov	832-689-0099

**RESOLUTION OF BOARD OF DIRECTORS
STAR SERVICE, INC.**

Be it resolved, that Jay De La Houssaye Jr. and Dennis King and Doug Fischer are authorized to sign contracts on behalf of Star Service, Inc.

CERTIFICATE

I do hereby certify that I am the duly elected secretary of Star Service, Inc.; that the above resolution is a true and correct copy of a resolution unanimously adopted at a meeting of the Board of Directors of said Corporation on Nov 3, 2020.



Dave Lanphar, Secretary
Star Service, Inc.

Attest:



Robert E. Work, President
Star Service, Inc.

Required Confidential Information Status Form

Star Service Inc.

Name of company

Doug Fischer / General Manager

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

7425 Major St. Houston TX 77061 281-481-0700

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 OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF 10 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 [Signature] Date 2/15/2022

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 _____ Date _____



One North Park Drive • Suite 204
Hunt Valley, MD 21030

Phone 410.527.9881
Fax 410.527.9845

February 3, 2022

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686

Re: **STAR SERVICE, INC.**
7425 Major Street, Houston, TX

To Whom It May Concern:

U.S. Specialty Insurance Company has been the surety company for Star Service, Inc. for 3 years and as such has provided a single bond limit in excess of \$10,000,000 and in the aggregate has a program of \$15,000,000. There is ample room in the program for their bond needs.

We would favorably consider requests from Star Service, Inc. to provide bid, performance and payment bonds on projects they are currently contemplating. Such prequalification and approval would be conditioned upon applicable underwriting considerations such as acceptable contract terms & conditions, bond forms and confirmation of satisfactory financing as well as favorable review of current underwriting information at the time bonds are requested.

Star Service, Inc. is a valued customer of **U.S. Specialty Insurance Company** and we recommend them highly. You understand, of course, that any arrangement to provide bid bonds and/or Performance and/or Labor and Material Payment bonds on a project is a matter between Star Services, Inc. and **U.S. Specialty Insurance Company** and we assume no liability to third parties if we do not execute said bond(s).

U.S. Specialty Insurance Company is rated A++ XV by A.M. Best Rating Co., is license in the State of Texas and is listed in the U.S. Department of Treasury, Federal Register Circular 570 of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds.

Very truly yours,

Michael H. Shaver
Attorney in Fact

U.S. SPECIALTY INSURANCE COMPANY



POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Michael H. Shaver, Janet A. Lari, Jon C. Capan

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Unlimited***** Dollars (***unlimited***). This Power of Attorney shall expire without further action on January 31st, 2024. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of September, 2021.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

State of California
County of Los Angeles



By: [Signature]
Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 23rd day of September, 2021, before me, D. Littlefield, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3rd day of February, 2022.

Corporate Seals
Bond No. Letter
Agency No. 12103



[Signature]
Kio Lo, Assistant Secretary

Star Service, Inc.

7425 Major Street
Houston, Texas 77061

A Custom Proposal For:



STAR SERVICE's – Warranty Information

REQUEST FOR PROPOSAL FOR:
Comprehensive HVAC (2 Part with JOC)

BID# 220106



QUALITY OF GOODS & SERVICES

Star Service has been providing HVAC services for the past 70 years and has grown from a small company to currently employing over 250 employees. We treat our customers as a partner and our employees as family. With this philosophy, the quality of our service is unsurpassed.

In 2005 when Katrina devastated the southern region, Star Service had most of our technicians back to work within 3 days and the remainder within a week. We accomplished this by executing an emergency plan that allowed us to acquire housing, generators, window units, supplies, and fuel for all of our technicians and their families. We were literally the first responders to enter some of the plants and schools and gave assessment reports to school officials and board members that had evacuated the area. This service was one of the key elements in getting the school systems back in operation so quickly after the storm.

The HVAC mechanical industry is ever changing, and we must keep our employees trained and knowledgeable on all the newest systems in the market. If you look behind the walls and above the ceiling, today's HVAC system operates nothing like it did 25 years ago. In a time of energy efficiency, and green designs the use of modulated flows and variable speed drives are becoming the norm. However, many facilities are still operating with the old antiquated equipment and designs that take some special attention to keep it going. Many of these old systems cannot be abandoned due to budget or planning issues. Star Service has the knowledge, capability, experience and talent to keep this equipment functioning alongside the newest of mechanical designs.

Star Service extends all of the manufacturer warranties of the equipment procured to its customers and offers a 90 Day warranty on all Workmanship. Star Service stands behind its quality of services and technician's abilities to complete jobs in a timely manner, safely, and with the utmost integrity to always do what is in the best interest of the customer!

STAR SERVICE, INC. QUALITY CONTROL PLAN

Star Service's quality control starts with our Technicians. Our Technicians work every day in a fixed cost culture in which we are 100% responsible for managing our customers HVAC systems. Everything hinges on Reliability. If systems go



down and unexpected, reactive costs are incurred red flags go up throughout our system. The first order of business is to review the last PM performed on the piece of equipment. Was the maintenance properly performed and the system properly diagnosed? Star's Technicians are heavily involved in resolving issues should they occur. Our Quality Control Supervisor and Site Supervisor will perform a root cause analysis for each major equipment failure and new training, reinforcement of previous training or implementation of new procedures may be employed to eliminate a reoccurrence of a problem. It is in the interest of every member of the team to ensure PM's of the highest standard is being performed.

CARE Program

Customer Assurance Review and Evaluation Program is a key part of our Quality Control Program and service satisfaction plan. At a set time frame Star Services Management team will meet with our Customer management to review the services provided under our agreements. Key Indicators will be assessed such as number of calls per ton, return calls, equipment failures and bad actors. This review will be to inform our customer of the current and projected conditions of the HVAC equipment and allow feedback of any concerns or improvement. The CARE review is designed to keep our customers informed of the maintenance schedule status and allows an open forum of communication regarding customer expectations. The Care Program allows our customers the opportunity to see what is being done and how these services are improving Facility environments. It simply shows that we CARE.

SUPERVISOR AUDIT

The Supervisor' s Audit has already been discussed previously. Typically a Supervisor will have 15-20 years of field experience. They are auditing service reports to look for inconsistencies in time and material expenditures in relation to the work performed. They are also developing an awareness of patterns that develop on particular jobs, for particular pieces of equipment. We utilize the years of field experience our supervisors have to quickly stop a problem from developing.

MANAGEMENT REVIEW

All the information in the database (from the initial estimate, the assigned and actual maintenance performed, the responsible technician and historical costs) is



integrated. Every month the books are closed; and, the General Manager, Operations Director and Finance Director review each individual job. Any cost deviating from a planned expenditure must be explained (positive or negative).

For example, if a job's cost exceed the planned cost for a month the Management team will drill down to the Material and Equipment cost, Labor Cost, and Subcontract Cost and determine where the deviation is. They will continue to drill down to determine exactly when and why the deviation occurred and check the current month's history against past months to see if a trend is developing.

On the other hand, if expenditures are significantly below what was estimated, the management team will drill down through the information to make sure the appropriate resources are being applied to the job.

This analysis can be performed very quickly, in real time through the network, from any computer in the office (or remotely from home), at any time with the appropriate passwords.

Star Service, Inc.

7425 Major Street
Houston, Texas 77061

A Custom Proposal For:



STAR SERVICE's – Marketing Plan

REQUEST FOR PROPOSAL FOR:
Comprehensive HVAC (2 Part with JOC)

BID# 220106



MARKETING PLAN

Relationships and effective communication with TIPS staff and Members is vital for effective Marketing and delivery of services. It is critical the proper team is established so as to ensure that we can provide the level of marketing that will meet and exceed expectations. For the team to be effective, clear and specific goals must be established with agreed upon objectives that work interdependently with other team member's goals. This will assure seamless implementation of a thorough and successful marketing plan. Star Service will determine and prioritize Marketing goals. Once the goals are established, it is critical that the plan is effectively managed to assure a cohesive and seamless implementation. The team managing the implementation of this marketing plan will consist of individuals from Star Service's Sales team, Operations team, and office support staff. The team will be led by the following main point of contact:

- Robb Robinson, VP of Business Development – 13 years HVAC sales/account management experience in the K-12 Education/Higher Education/Municipality market, 11 years Operations experience.

Robb is a full time employee of Star Service, Inc. and is dedicated to the Public Education and Municipality markets. He will work with the Operations team and office support staff to ensure the seamless implementation of the marketing plan and the ongoing oversight to measure performance and provide performance feedback to the team, as appropriate, to enhance improvement initiatives. Additionally, he will also work with TIPS to maximize the effectiveness of the marketing plan and ensure the members always receive the highest level of communication and service. By sharing information, we can assure that everyone involved is prepared to implement the marketing plan in a timely and effective manner, as well as, establish collaborative development and improvement activities which is important because it affects efficiency and productivity.

Star Service will dedicate time and resources necessary to successfully promote a TIPS contract. The current budget for our marketing plan is \$10K-\$15K and will be evaluated on a continual basis, adjusting as necessary. This includes attendance at conferences, marketing material, and travel expenses. The plan will use various strategies in our approach to marketing our services to TIPS and its members. Below is an outline of Star Service's marketing plan which includes the quotation/proposal process, methods of communicating with members and TIPS staff, networking activities, target markets, branding initiatives, and ongoing training and improvement considerations:

Marketing Plan Outline

1. Customer Presence
 - a) Email/US mail campaign
 - b) Cold Calling
 - c) Face to Face Meetings
 - d) Marketing Services
2. Projected Networking Activities
3. Define Specific Targets for each Market
 - a) K-12 School Districts
 - b) Universities
 - c) Municipalities
 - d) Technical Colleges
 - e) Community Colleges
 - f) Constable Offices
 - g) Sheriff's Offices
4. Web Presence
5. Drip Marketing
6. Accountability
7. Training

Customer Presence

- A. Email/US Mail campaign
 - a) Star Service will start its marketing program with an Email and Postal mail campaign which will consist of contacting decision makers of Choice Partner members introducing Star Service and the services we offer, as well as, announcing that Star Service is a newly awarded contract holder of TIPS
- B. Cold Calling Weekly Goal -
 - a) **Contact** 5 Qualified prospects a week (left messages not included)
 - ★ Targets - Superintendents, CFO's, School Board Members, Council Members, City Managers, Office Managers, Facility Directors.
 - ★ Introduce Star, leverage TIPS contract & ask for meeting
- C. Face to Face Meeting Weekly Goal – Star Service, Inc. believes that the best marketing tool is the ability to have as many personal, face-to-face interactions with prospective and current customers as possible. We will concentrate our marketing effort around 6 basic types of meetings with TIPS members which represent various stages of the sales process.
 - a) Conduct 8 meetings a week – Consisting of various types of meetings representing different stages of the sales process.
 - ★ Center of Influence / Sponsor – Meeting with influential person that can promote Star Service and its TIPS contract to decision makers within target markets.

- ★ First calls – Introductory meetings with decision makers within target markets intended to build trust with members, identify any needs of the members, and promote ways Star Service, Inc. can help members fulfill their needs using the TIPS contract.
 - ★ Survey Meetings – Once a level of trust and a need has been identified, perform a Site Survey to obtain all information needed to determine and match the proper solution to the need and produce a quote for services based on the TIPS contract.
 - ★ Verification/Closing Meetings – Meeting to present solution to members and signed agreements based on TIPS contract.
 - ★ Referral Meetings – Meeting with members that are existing customers to encourage introductions to other known members that may benefit from Star Service, Inc.’s capabilities and our TIPS contract.
 - ★ Customer Satisfaction Meetings (Quarterly Reviews) – Meeting to review any services rendered to members, identify any concerns or improvements needed, identify any new needs, and encourage referrals.
- D. Marketing Services Weekly Goal – Star Service employs a marketing service that assist us in our goal to reach as many customers as possible. The marketing service would be used as an additional resource to reach TIPS members and assist in setting appointments.
- ★ To assist in weekly cold calls and Face-To-Face goals.

Projected Networking Activity

- A. Target Market Associations – Star Service, Inc. is already a member or will become a member of the following Associations and actively market its services and TIPS contract within them.
- a) Texas Gulf Coast M&O – Already participating
 - b) TASBO – Already participating
 - c) Texas Energy Managers Association (TEMA) – Already participating
 - d) IFMA – Already participating
 - e) Golden Triangle – Already participating
 - f) TML – Seeking Membership
 - g) GFOAT – Seeking Membership
- B. Political Meetings – Star Service will have a presence at political board meetings to ensure we stay informed of the needs, accomplishments, and processes of public organizations.
- a) School Board Meetings
 - b) Council Meetings

Define Specific Target Markets

- A. School Districts
 - a) Top 20 Prospects at a time
 - ★ Have identified School districts that are members of TIPS that are top priority due to the option of negotiating contracts as oppose to RFPs.
 - b) Secondary List to research and network
 - ★ Private Schools
 - ★ Religious Schools
 - ★ Technical Colleges
 - ★ Community Colleges
- B. Municipalities
 - a) Identify Top 10 Prospects at a time
 - ★ Have identified Municipalities that are members of TIPS that are top priority due to the option of negotiating contracts as oppose to RFPs.
 - b) Secondary List to research and network
 - ★ County Organizations
 - Constables
 - Sheriff's Offices

Promote WEB Presence (Branding)

- A. Promote Star Service Website – Star Service, Inc. maintains its website constantly and regularly updates it with new information and accomplishments.
 - a) Promote Case Study Videos
 - b) Promote TIPS contract (logo will be prominently displayed on website)
- B. LinkedIn
 - a) Utilize as opportunity for business development
 - b) Update profile Monthly
 - c) Use as a means of networking
 - d) Post informative information about the HVAC industry daily
 - e) Promote TIPS contract on Company profile as well as individual Sales and marketing profiles

Drip Marketing

- A. Quarterly Contact with Existing Client members
 - a) Discuss any Issues
 - b) Review Services
 - c) Obtain Customer feedback
 - d) Request Referrals
- B. Monthly e-mail to all prospective members
 - a) Friday of each week based on Established Contact



- b) Segmented by Target Market
- c) Develop Informational Marketing pieces

Accountability and Tracking (via Salesforce.com database)

- A. Develop First Call to Close Tracking of all relationships with members
- B. Maintain Call log of contact with TIPS members
- C. Prospect Evaluation of TIPS members
- D. Conference/organization list

Training

- A. Sales Meetings/Reviews
 - a) Internal meetings within Star Service to identify successes, failures, and any improvements that can be made through better understandings and training.
 - b) Meetings with TIPS to identify successes, failures, and any improvements that can be made through better understandings and training.
 - c) Meetings with Members to identify successes, failures, and any improvements that can be made through better understandings and training.

Star Service is fully dedicated to the Public Education and Local Government market and would be just as dedicated to a TIPS contract and its members. We look forward to the opportunity to work with TIPS and all its members.

Star Service, Inc.

7425 Major Street
Houston, Texas 77061

A Custom Proposal For:



STAR SERVICE, INC. – EXPERTISE / QUALIFICATIONS

REQUEST FOR PROPOSAL FOR:
Comprehensive HVAC (2 Part with JOC)

BID# 220106

STAR SERVICE INC – COMPANY PROFILE

Star Service is a recognized leader in repairing and maintaining, engineering, and installing HVAC Systems, Refrigeration Systems and Building Automation and Control Systems. Star Service works with multi-site facility managers, municipalities, manufacturing and industrial operations managers, school system administrators and large and small business owners, taking responsibility for ensuring the comfort of their team members or occupants and that their building operating systems are running at peak performance while conserving the maximum amount of energy.

- World-class Preventive Maintenance Services, System Design and Engineering
- Proprietary, Cloud-Based Service Management System
- Proprietary, Cloud-Based Refrigerant Management System
- Tier 1 through Tier 4 Data Center Infrastructure Design and Build
- Expertise Overhauling and Maintaining Centrifugal, Screw, Scroll and Reciprocating Chiller Plants
- Comprehensive Energy Management Services
- Comprehensive Safety Program
- Commissioning, Recommissioning and Retro Commissioning Services
- 24/7/365 Monitoring and Call Center with 2-Hour Response Time

We are committed to providing our Customers with outstanding service at the best possible value while proudly maintaining one of the best safety records in our business.

Founded in 1952, Star Service has steadily expanded its HVAC and Building Automation and Controls services and capabilities across the Gulf Coast. On June 1, 2019 Star Service announced a new partnership between Fidelity Building Services Group® and four of its seven locations - Houston, Texas; Jackson, Mississippi; New Orleans, Louisiana; and Mobile, Alabama. In August 2019, Fidelity BSG announced opening a fifth office in Pensacola, Florida. Star Service is also located in Baton Rouge, Lafayette and Lake Charles, Louisiana.

Linc Contractor Since 1987

Star Service has been a Linc Service Contractor since 1987. Linc is a franchisor that has over 140 independent contractors in its network. Transitioning from a standard mechanical contractor to a full-service organization was a strategic endeavor for Star Service and therefore, we joined the Linc Service Network to service regions along the Gulf Coast from Houston to Tallahassee. Star Service utilizes the approach, processes, and tools of the Linc Service Program, from tasking through billing.

Benefits we bring to our commercial, industrial, and institutional clients.

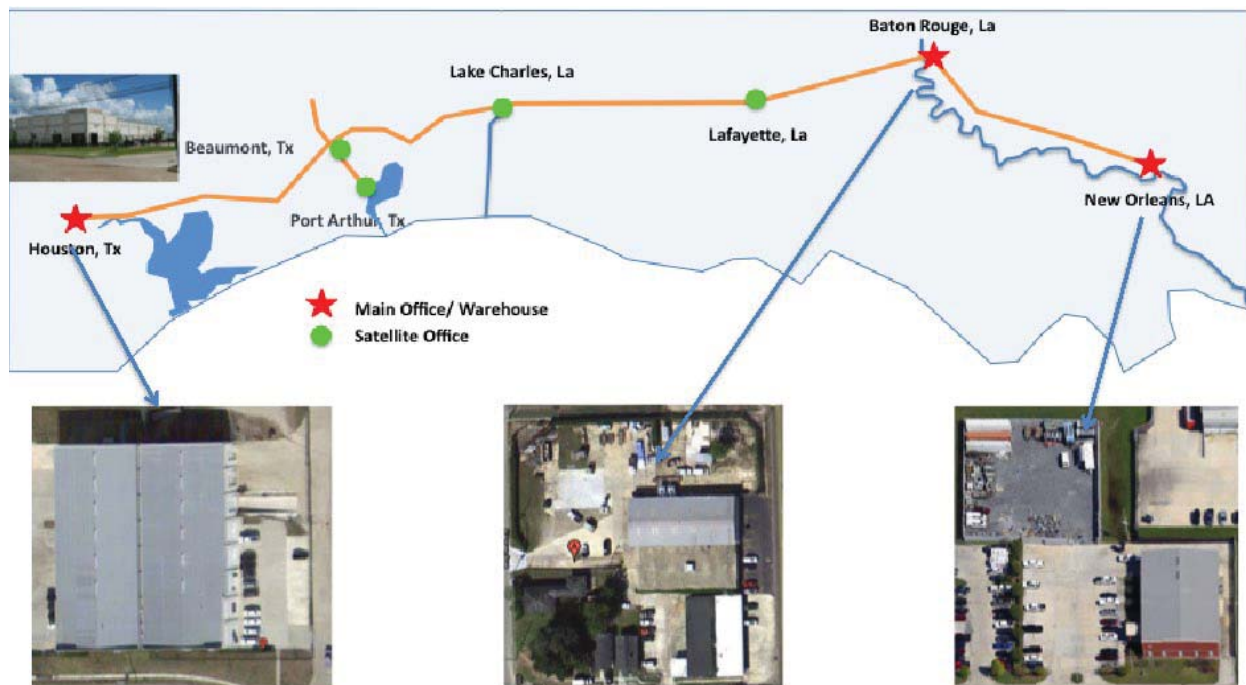
- **Continuous Training** enables our technicians to satisfy your concerns quickly.
- **Precise Tasking** for various type of equipment enables us to properly task each piece of equipment, taking the guess work out of properly maintaining your systems and reducing HVAC failures.

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“Our Core Business is Full Coverage, Fixed Cost HVAC Maintenance Contracts”

- **Purchasing Power** allows Star Service to purchase hard-to-find parts quickly and at the lowest prices, passing the savings on to your business.
- **Best Practices** enables Star Service to bring the most current processes and tools to our customers, saving them money.
- **Regulatory Compliance** ensures a legal and safe environment for both our customers and Star Service, which provides peace of mind.
- **Technical Support** for new or rare systems enables us to remedy problems quickly for our customers and means less downtime.
- **National Contracts** provides consistent service delivery, even when your business grows beyond state lines.

Our Technicians have an excellent support structure and are well trained. We provide excellent pay and benefits to our employees and have an outstanding employee retention rate. Our technicians are trained to operate safely and efficiently and are highly motivated to do the job right while adhering to highly ethical standards. All technicians have fully stocked trucks with quality tools, and supplies. They have 24/7 access to warehouse and supply shop supervisors, and quality technical supervisor and management support.



Our Core Business is Full Coverage, Fixed Cost, HVAC Maintenance Contracts & System Design Build

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“Our Core Business is Full Coverage, Fixed Cost HVAC Maintenance Contracts”

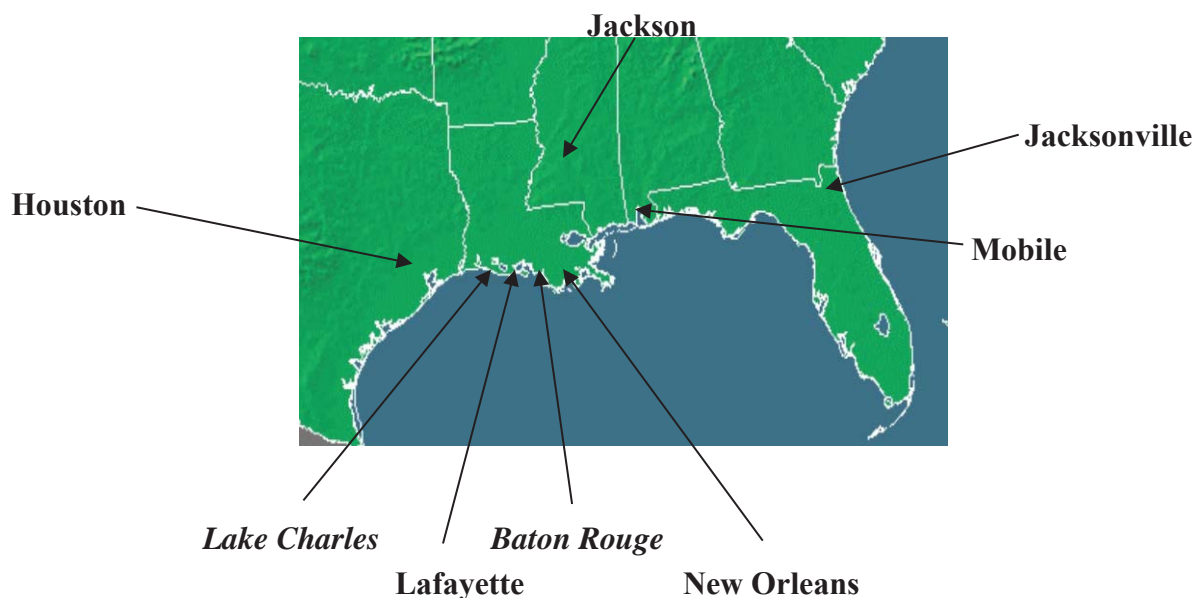
CONFIDENTIAL & PROPRIETARY INFORMATION – DO NOT DUPLICATE

Star has over 450 HVAC Service Technicians, Welders, Sheet Metal Installers, Electricians, Pipefitters & Controls Technicians from Texas to Florida, over 1,000 maintenance contracts in place (of which more than 900 are Full Coverage, Fixed Cost Contracts), over 200,000 tons of HVAC equipment under contract and proven results with a 98% Customer Retention Rate.

ASSET & OPERATIONS INTEGRITY

Star Service, Inc. assesses the reliability and integrity issues that have the potential to cause HSE problems during work activities. These include issues that could result in loss of containment, injury, or fire. Star Service will consider and incorporate a HSE assessment including mechanical instrumentation, electrical system(s), and documentation. In addition, the following activities will be included: pre-startup review, structural integrity, safe work practices, operating procedures, and mechanical procedures.

Growth & Expansion, While Maintaining Customer Satisfaction



Star Service has expanded throughout the Gulf Coast, from Houston, Texas to the Florida Panhandle.

Key Indicators

Annual Retention Rate of Contract Customers: 98%

Annual Growth Rate, HVAC PM Contracts: Over 10%

Number of HVAC PM Contracts: Over 1000

Total Number of HVAC Mechanics, Electricians, Pipe Fitters, Controls & Installers: 450

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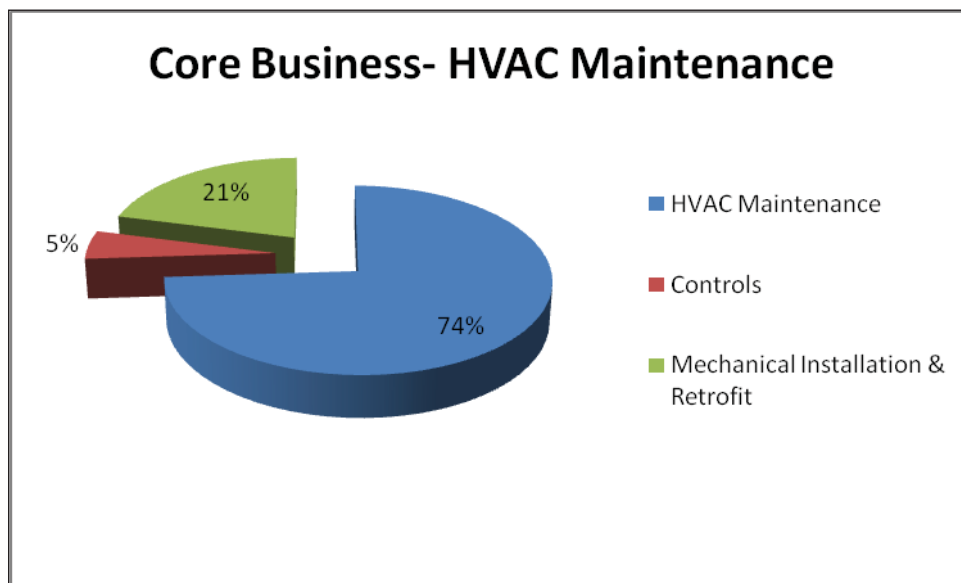
Star Service was the first company that introduced the fixed-cost contract to the local market. With over \$34,000,000 in mechanical maintenance contracts, Star Service has more market share of fixed-cost contracts than all of its competitors combined.

Financial Strength and Stability

We have a \$60,000,000 aggregate bonding capacity and the financial strength and stability to provide our customers with peace of mind knowing we will be there when they need us and will do what we say we will do. Bonding companies never write a bond they believe carries much risk. They thoroughly analyze a company's financials, structure, experience, management expertise, depth of management and other key factors relating to the risk of successfully completing a job. Although not required on this project it is an example of the stability and competency of the company. If a \$600,000 - 600-ton chiller experiences a catastrophic failure on one of our 'Fixed Cost' contracts, and cannot be repaired, we will replace it at no additional charge.

Core Business

The following depicts the segments that make up Star's business.



The HVAC Maintenance Business Model requires a different type of culture and business system. Star Service remains the largest provider of fixed cost, mechanical maintenance services in the Gulf South.

In the Commercial Market

Star Service has been providing installation and maintenance services for HVAC equipment since the early 1950's when it started to become widely available after World War II. Star began offering Full Coverage, Fixed Cost HVAC maintenance agreements over 35 years ago.

We provide Full Coverage, Fixed Cost contracts to a wide variety of commercial customers including restaurants, hotels, office buildings, healthcare facilities and several Municipalities. Entergy, one of the country's largest utility companies, has had Star under contract for 20 years and we provide Full Coverage, Fixed Cost maintenance for all the HVAC equipment in every business and service center in 3 states (approximately 250 buildings). We also maintain the HVAC in their Waterford and Riverbend Nuclear plants and most of their fossil fuel plants.



The following is a partial list of Commercial Municipal Customers under HVAC Maintenance Agreement:

City of Houston, TX	- All Comfort Systems for 40 Bldgs. (Coop)	1 years
City of Houston, TX	- All Systems for Houston Public Works	2 years
City of Humble, TX	- All Comfort Systems for the City	2 years
City of Lake Jackson, TX	- All Systems for Wastewater Treatment Plant	3 year
City of Friendswood, TX	- All Comfort Systems for the City	3 year
City of Baton Rouge, La.	- All Critical and Comfort for EOC Center	9 years
City of Baker, La.	- All Comfort Systems for the City	9 years
City of Opelousas, La.	- All Comfort Systems for the City	8 years
City of Port Allen, La.	- All Comfort Systems for City Hall	8 years

In The K-12 Public Schools Market

Twenty-one years ago, Star Service pioneered Full Coverage, Fixed Cost HVAC Maintenance agreements for the K-12 Public School market. We believe we have more Schools under Full Coverage, Fixed Cost agreements in the mid-south than any other company in the United States. They include:

- Jefferson Parish Public Schools 20 years
- East Baton Rouge Public Schools 17 years
- St Bernard Parish Public Schools 18 years
- Plaquemines Parish Public Schools 14 years
- New Orleans Charter Schools 15 years
- West Baton Rouge Schools 11 years

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“Our Core Business is Full Coverage, Fixed Cost HVAC Maintenance Contracts”

Over the past 21 years Star has worked hard to understand the needs of the K-12 market. In total we provide Full Coverage, Fixed Cost HVAC to over 100 public schools. We design our services to:

- Provide a reliable, comfortable, and safe learning environment.
- Minimize disruption to the learning environment.
- Allow Teachers, Administrators and Board Members to focus more on teaching and learning by eliminating engineering, construction, and maintenance issues. One call and we resolve the issue.

It is proven by research that Student’s outcomes are higher when their physical learning environment is quiet, comfortable, and well illuminated. Effective learning environments can be directly attributed to proper maintenance of the HVAC equipment serving the classroom areas. The result is higher test scores, increased average daily attendance, lower operating and maintenance costs, as well improved teacher satisfaction and retention. Star Service has provided Full Coverage, Fixed Cost HVAC Maintenance for Jefferson Parish Schools for 14 years. The average age of the equipment is over 20 years old and the equipment is in very good condition. Reliability has dramatically improved.

Additionally, Star Service provides Customized Preventive Maintenance Services & Support to several School Districts which include ‘Chiller Only’ maintenance programs (Centrifugal, Screw, Reciprocating, water & air cooled), Unit upgrades & change outs, & manpower support. Star currently has a contract agreement for these types of services with the following Texas School Districts:

- | | |
|--|---------|
| • Galena Park Independent School District | 2 years |
| • Huffman Independent School District | 7 years |
| • Barbers Hill Independent School District | 4 year |
| • Alief Independent School District | 3 year |
| • Strake Jesuit College Preparatory | 1 year |

In the Petrochemical Industry Market

Star Service is also the leader in providing Full Coverage, Fixed Cost maintenance in the Petrochemical industry throughout the Houston Ship Channel and the Mississippi River corridor. The environments in these plants are some of the most challenging in the HVAC industry. Equipment is operated in some of the hottest, most humid conditions in the country, 24/7 at full load and often in areas that could contain explosive gases. Downtime can cost plants hundreds of thousands of dollars an hour. The maintenance environment can be stressful, noisy, hot and humid. Star’s maintains an outstanding safety record, high uptime on equipment and excellent response and repair times.



We are also responsible for the design, installation and maintenance of complex, specialty, HVAC systems for rooms that protect personnel and equipment from hazardous environments. In addition, Star Service maintains all brands of Process Cooling Chillers (from 100 to 4,000 tons), automation and control systems (including specialty controls for systems such as Phoenix Fume Hoods) and filter media from pleated filters to filter banks containing different medias such as charcoal or potassium permanganate used to remove corrosive and explosive gases.

Star has shown Plant Managers there is no substitute for good preventive maintenance and total accountability. It is our job to prevent unexpected failures and maximize the life expectancy of HVAC equipment. We stand behind our ability to perform and we currently provide Full Coverage, Fixed Price HVAC Maintenance plant-wide for the following customers (partial list only):

Air Products – Baytown, TX	- Process and Comfort HVAC.	14 years
Air Products – Corpus, TX	- Process and Comfort HVAC.	14 years
Air Products – Houston, TX	- Process and Comfort HVAC.	14 years
Air Products – LaPorte, TX	- Process and Comfort HVAC.	14 years
Air Products – Pasadena, TX	- Process and Comfort HVAC.	14 years
Air Products – Port Arthur, TX	- Process and Comfort HVAC.	14 years
Chevron – Cedar Bayou, TX	- Process and Comfort HVAC.	15 years
Chevron – Pasadena, TX	- Process and Comfort HVAC.	15 years
Chevron – Port Arthur, TX	- Process and Comfort HVAC.	15 years
Covestro – Baytown, TX	- Process and Comfort HVAC.	5 years
Valero – Houston, TX	- Process and Comfort HVAC.	14 years
Valero – Port Arthur, TX	- Process and Comfort HVAC.	12 years
Valero – Three Rivers, TX	- Process and Comfort HVAC.	11 years

Capability for Performing HVAC Maintenance Contracts

Capabilities

- **MAINTENANCE** - Custom, proprietary, cloud-based Service Management system. We service most makes and brands of HVAC equipment.
- **COMMISSIONING** - Commissioning, Recommissioning and Retro Commissioning Services.
- **DESIGN/BUILD** - We provide comprehensive design/build HVAC services with professional engineers on staff. Our design team expertise delivers cost-effective, reliable, and energy-efficient HVAC systems for Commercial, Industrial and Mission-Critical environments. Post-installation, we provide full-service, fixed-cost maintenance agreements to guarantee long-term operating costs. We offer total accountability over the life of your systems.
- **AUTOMATION AND CONTROLS** - Design, maintain and manage automation and control systems.

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- **MISSION-CRITICAL FACILITIES** - Tier 1 through Tier 4 Data Center infrastructure design/build.
- **INDUSTRIAL REFRIGERATION AND CHILLER PLANTS** - Design and maintain Chiller Plants and Process Chiller equipment in commercial, industrial and mission -critical facilities. We have experts in the overhaul and maintenance of Centrifugal, Screw, Scroll and Reciprocating Chiller Plants.
- **ENERGY MANAGEMENT** - Comprehensive Energy Management expertise is a core competency. We are committed to helping customers reduce energy usage and operational costs.
- **MONITORING AND CALL CENTER** - 24/7/365 Monitoring and Call Center and 2-hour response time.
- **REFRIGERANT MANAGEMENT** - We offer a proprietary, cloud-based Refrigerant Management system for customers to help ensure they are in compliance with EPA 608 and 40 CFR Part 82, Subpart F.
- **SAFETY** - We maintain one of the absolute best safety records in the business.

Star Service is uniquely the most qualified contractor for this type of service in this area of the country. Listed below, not only specifies how the company is most uniquely structured and capable, but also the key indicators that confirm the company's success in the servicing of Maintenance Contracts.

Service Company Infrastructure - Most contractors in the mechanical contracting industry are installation contractors. Different training and resources are required when providing *service*. A shift from performing work at the least amount of cost outlay is typically the primary objective for a contractor, instead of *a discipline to invest in the job for long-term* benefits as required for a service contractor. Replacing components before they fail and replacing equipment before it is problematic is critical to the success of a service company. Additionally, manufacturers are focused on selling and installing product and have difficulty in seeing the need for proper preventive maintenance when their business model requires the selling of new equipment. Star's sole focus is Service and is structured accordingly.

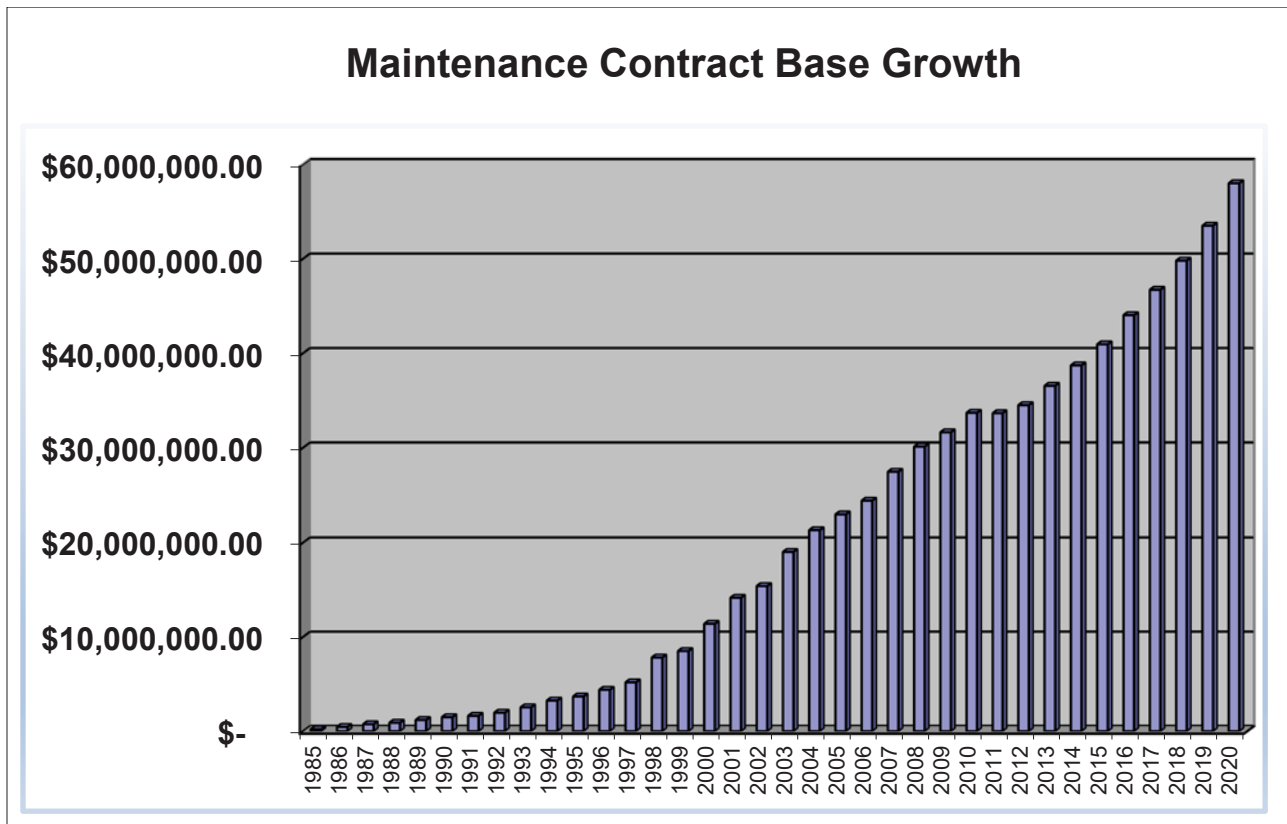
Well Defined Service Process - Star Service has a well-defined process that ensures consistent delivery, repairs and if needed, replacements. With over 450 technicians company wide **90 technicians locally (Houston)** and over 1000 Guaranteed Service Contracts in force, the owners would be at risk and customer satisfaction would not be favorable if systematic processes were not in place. *A number of checkpoints throughout the process identify variance from the process early*, rather than later. Accountability is clearly tied to each and every job. Star Service maintains a 98% customer retention rate, which includes some of the most stringent and harshest environments in the marketplace.

Industrial Standards - 48% of Star's business is comprised of industrial customers in 60 plants along the Gulf Coast. While this is a more difficult market to remain compliant, it adds value to Commercial customers. Random drug testing is required of all personnel, which greatly reduces absenteeism, customer complaints, poor performance of workers and overall judgment among the work force. *Safety training and other technical training are an on-going investment and*

requirement among the work force. Clear communications and following the required protocol within the customers' organizations is critical. Reporting requirements by the customers have made Star more capable of tracking and reporting key indicators for its customers.

Recurring Revenue Stream - Since Star Service has transitioned into the service business in the early 80's, the company is well situated to properly fund the business. This includes paying its technicians slightly above the local pay scale to retain employees, long term. *The ability to replace equipment when needed, properly match the work load with the required manpower, investing in training, and recruiting the best employees in the industry has been key to Star's growth and success.*

Private Corporation - One of the great advantages Star has is the private ownership and not being publicly traded on Wall Street. This allows the owners to not only retain the earnings and reinvest in the customers' equipment, but also, they are not driven by short term profitability from quarter to quarter as publicly traded companies are often pressured to operate. The owners and managers of the company can focus on delivering results to the customer and meeting the needs of its employees. *Local control and ownership have been essential to the capability of Star Service delivering consistent service.*



This growth in the **preventive maintenance business** is attributable to the following:

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“Our Core Business is Full Coverage, Fixed Cost HVAC Maintenance Contracts”

Retention of existing customers - Star Service has maintained a **98% retention rate** of its existing customer base. This is due to customer satisfaction and the economic value that the customers experience.

Growth in new business - The pricing software used by Star accurately estimates **the proper cost** that must be invested in the job and at a rate that is cost-justified in the market place. Healthy growth could not occur if the pricing were inflated and customers could not cost justify the cost associated with transferring this risk. The company's growth has averaged over 10% per year for the last 25 years.

Attracting and retaining the best employees - Star Service has experienced very minimal employee turn-over and has continued to add to its labor force. This attracts the best and brightest talent in the area. Star Service is recognized as a preferred place to work by those in the industry.

Use of a proven delivery system - The service delivery system Star utilizes is very methodical and efficient. The system was developed by **Linc Service®**, a Franchise for mechanical contractors. Star Service is the **ABM Service®** Franchisee for the Gulf Coast Area and has been since 1984.

Investing in avoidance (Proactive Ratio 4:1) - Star Service **recognizes potential problems and proactively suggest recommendations to change parts** associated with the HVAC systems to prevent emergency failures. **Four proactive, planned repairs are made to one reactive repair.** This approach pays considerable dividends for both the customer and Star in the long term.

Maintenance agreement start-up competencies - Due to the large number of start-ups for new maintenance agreements, **the process and procedures for properly re-commissioning the building as per the original design has been perfected by Star.** This requires a thorough understanding of the original design and engineering, the existing deficiencies or changes that have accumulated over time. A considerable investment of time and money is required. The initial cleaning and calibration that follows is critical. In many cases, systems have to be disassembled in order to properly access and clean. Restoring equipment to like-new condition is Star's standard procedure when executing the work for new agreements.

Engineering and Design - Star Service has engineers on staff and can provide our customers with Engineering and Design services from the smallest improvement to a full-service Design Build application requiring full specifications and stamped drawings. In many situations our customers have structural and mechanical issues that can be resolved in minimal time without costly delays, and job shutdowns. Our Engineering services can provide Control Design, HVAC Design, Lab Safety System, and are able to provide the latest in Green Design.

Technical Standards - We provide the opportunity for excellent on-the-job training as well as courses offered by equipment manufacturers. An example of some recent training provided to our mechanics includes:

- Carrier Classes: Reciprocating, Centrifugal & Absorber Chillers
- York Classes: Centrifugal & Absorption Chillers
- Trane Absorption Chiller training
- Aqua Snap Chiller Training
- Comfort link Chiller Training
- Reciprocating & Scroll compressor troubleshooting & training
- 06E & 06D lube system troubleshooting & training
- 06E & 06D compressor loading & unloading troubleshooting
- Basic Direct Expansion (DX) & Split System troubleshooting & Service

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- Electrical training and unit sequencing
- Electrical troubleshooting
- Troubleshooting by wiring diagram
- Phoenix Training-Distributor
- Vilter Training-Distributor
- Bitzer Training-Manufacturer
- ASI Training-Distributor
- Carrier IVU Training
- Johnson Controls – FX programming
- Bellzona coating & training
- Charging & diagnostic refrigeration

SENIOR MANAGEMENT



Robert Work

President / Partner

In his role as President/Partner of Star Service, Inc.'s Southwest Region, Bob Work is responsible for the continued development and expansion of the organization and for maintaining its excellent reputation for quality, value and safety while creating a positive work environment for its talented staff. Bob joined the Star Service, Inc. family in 1997 after he was fortunate to meet Mike and Robert Miller, whose father founded Star Service, Inc. in 1952 in Baton Rouge, LA. Bob wanted to be a part of an organization that has and continues to have an excellent reputation as a Mechanical Service Company, as well as a business that cares deeply for its Team Members and families.

Bob served as an integral part of the growth and vision for Star Service, Inc.'s New Orleans market and shared equal ownership in the business. For the next 22 years, under Bob's leadership as President, the organization grew and expanded from New Orleans, through the Golden Triangle of Texas to Houston. It became one of the largest, most respected Mechanical Service Companies in the Gulf South providing 24/7/365 service to refineries, chemical plants, and nuclear plants in some of the harshest, hottest, and most demanding environments in the country, while maintaining

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an unparalleled safety record. The business grew more diverse over the years to include public school systems, entertainment venues, healthcare, and all types of commercial and government facilities. In 2019, Star Service expanded its capabilities further when it became part of the Fidelity Building Services Group® family.

Before joining Star Service, Inc. Bob received his Bachelor of Science degree in Mechanical Engineering from Marquette University and served six years as an Officer in the Air Force. Bob's experience in the industry includes working as a Thermodynamics Engineer for Siemens Power Systems Group and as the Southern Area Manager for Energy Performance Contracting at Honeywell. He was responsible for the development of energy conservation measures that self-funded facility improvements through guaranteed energy savings. Energy Savings Performance Contracting practices have since been adopted by most States and the Federal Government. Most recently, Bob drafted new legislation for Performance Contracting in Louisiana that became law after passing overwhelmingly in the House and Senate.



Dennis King

Executive Vice President

Dennis King is a proven leader with over 40 years of success in leading and strategically growing Service and Contracting companies. Dennis has extensive experience in leadership from both an operations and sales perspective in the HVACR, Automated Building Controls, and Energy Management Industry.

In his role as Executive VP at Star Service, Inc., Dennis is actively involved in the development of our growth strategy and in our Customer Care program. Additionally, Dennis takes an active role in mentoring our Team Members and overseeing the charitable efforts of organizations supported by Star Service, including St. Jude Children's Research Hospital and the United Way. Dennis started his career in 1974 as an Application Engineer/Technician with Johnson Controls, Inc. while completing his education at night. He worked his way up to a Sales Position and progressed rapidly to Sales Manager, Branch Manager and Regional Manager. Additionally, Dennis held positions as District Sales and Operations Manager with Siemens, as well as Operations and General Sales Manager for Trane before joining Star Service.

Dennis' experience in engineering, operations, sales, management, and industry experience provides a solid background for all aspects of business. Dennis earned an Associate of Science degree from Wichita State University. He went on to earn a Bachelor of Science in Business Administration and a Master of Business Administration at Columbia State University.



Doug Fischer

General Manager, Houston

As General Manager, Doug Fischer leads the Star Service, Inc.'s Houston, TX team. He provides the leadership and oversight to ensure that we deliver great service to our customers while providing a safe work environment for our field technicians. Doug is also instrumental in the development and success of all our Team Members to achieve significant growth and excellent customer service.

Before his current role, Doug began his career by serving 9 years in the US Army rising to the rank of Captain and serving as both Battery Commander in Germany and Deputy Secretary of General Staff stateside. Doug then joined Carrier Corporation serving as Service Manager where he was recruited to control a team of 12 technicians and 2 supporting office personnel in performing service and installation on HVAC equipment in South Florida and as Territory Service Manager where he was the Senior Manager charged with directing a team of 34 technicians, sales professionals, and supporting office personnel in performing sales, service and installation of HVAC and plumbing equipment in Central Texas Market, as well as, administration of \$10M service and automation P & L sales budget. Next, Doug transitioned on to become General Manager of Georgia and Alabama Service for EMCOR Services where he was a high-profile Manager with full autonomy over a team of 150 technicians, sales professionals, and supporting office personnel comprised to perform sales, service, and installation of HVAC equipment in Georgia, Tennessee, Alabama, and Northern Florida. Concurrently accountable for \$20M service and automation P&L budget, scheduling of resources, observe service agreement contracts, construct market plans, and collaborate with operations and sales force to support area objectives. And lastly, before joining Star Service in 2017, Doug served as Service Manager with Letsos Company for 5 years with full autonomy over a team of 125 HVAC, plumbing, and boiler technicians, sales professionals, and supporting office personnel comprised to perform sales, service, and installation of HVAC equipment in Southeast Texas. Concurrently accountable for

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\$40M service department P&L budget, scheduling of resources, observe service agreement contracts, construct market plans, and collaborate with operations and sales force to support area objectives.

Doug's experience in operations, sales, management, and the industry provides a solid background for all aspects of business and his Military experience brings the discipline and structured approach needed to provide all our customer the highest and most dependable level of service.

SUPPORTING MANAGEMENT

- **Robb Robinson**, VP of Business Development, 11 years operational management (Halliburton), 13 years mechanical service industry experience (Star Service, Inc.).
- **James Arredondo**, Safety Manager, 10 years' experience in the Petro-chemical and offshore industry. CSST certification, with core competencies in OSHA Rules and Regulations, Safety Management, Incident Investigation, NSC OSHA record keeping, NSC OSHA Electrical Safety
- **Obeah Delaney**, Project Superintendent / Senior Service Manager, Municipal Service Manager with 20 years of industrial and commercial HVAC experience and 31 years of industrial and commercial electrical experience. Obeah is union trained and holds an HVAC & Electrical contractors license and a Master Electrician license. Obeah has been in this position for 2 years with Star Service, Inc.
- **Victor Garcia** – Controls Service Manager, with 12 years of industrial and commercial HVAC experience, along with HVAC engineering design and controls. Victor has been in this position for 3 years with Star Service, Inc.
- **Daniel Capone**, Sr Commercial / Municipal Account Manager with 35 years of commercial HVAC / Controls experience. Daniel is union trained and holds an HVAC mechanical license. Daniel has been in this position for 3 years with Star Service, Inc.

FIELD TECHNICIAN EXPERIENCE

Training

Our knowledge, experience and integrity are well-known attributes that have warranted our continued success and assured our customers of having a long-term, reliable partner in Star Service. We continually invest in the people that make Star Service successful, to ensure they are trained and qualified to meet the needs and expectations of our customers. We believe in making each other at Star Service better, so our customers know they are getting the best from us.

- Star Service technicians are factory-trained in most major brands including Trane, Carrier, Daikin (McQuay) and York/Johnson
- All technicians required to be EPA Section 608 Certified
- Proprietary, cloud-based, Refrigerant Management system to help ensure customer compliance with EPA 608 and 40 CFR Part 82, Subpart F

Certifications

- Texas Air Conditioning & Refrigeration Contractor License #TACLA00021945C
- Liebert, Stultz and Schneider Electric Factory-Trained Service Technicians
- ASI Certified Technicians
- Trane, Carrier, Daikin (McQuay) and York/Johnson Factory-Trained Technicians
- Niagara AX/N4 Technical Certification
- Distech Controls Certification
- Certified Energy Manager (CEM)
- Certified Energy Auditor (CEA)
- LEED AP
- LEED Green Associate
- Licensed Master HVAC
- Licensed Master Electrician
- Journeyman Refrigeration/HVAC
- Mitsubishi Installation and Service Certified
- OSHA 10 Certified
- TWIC Certification

Star Service Inc employs some of the best technicians in the area. Our average experience is **17** years, and the average age of our technicians is **39.5** years old. Our technicians have a diversified training and experience background. Working in the plant environment and process field requires our technician to be capable of servicing any type and make of equipment manufactured.

Our technicians are experienced in many types of refrigerant including Ammonia, Propane, 134, 123, 407, R23, Ethane, Propylene, and Cascade systems. They have years of experience and have been trained at several of the major manufactures of HVAC equipment such as FES, Carrier, Trane, York, and McQuay. In addition, they have been involved in the assembly of process skid units that Star Service, Inc. has designed and manufactured.

All our technicians are required to carry an EPA License, TWIC Card, and a State of Texas A/C and Refrigeration License. Star Service services a wide range of equipment including Energy Control Systems, Building Pressurization Systems, Lab Hood Safety Systems, Chiller of all makes and models, Unitary Equipment, Pumps, Motors, Air Handlers, Cooling Towers, Control Valves, and can service all control systems. Our technicians are selected according to their specific background and experience level. In addition, Star Service has several specific training schools that are available to our technicians for advanced systems such as controls design and programming.

Star Service is a dealer for several OEM manufactures including Vilter Compressor, Bitzer Compressor, ASI Control Systems, Phoenix Lab Hoods and Controls.

Star Service currently has PE Engineers on staff which allows us to design, develop, and stamp drawings without the added time and cost of subcontracting design issues.

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Awareness, Training, Competency, & Safety Training

New employees are required to attend the New Employee Indoctrination. At this time, these new employees are introduced to our general safety and health program including basic safety rules. Our expectations for a safe and healthy work environment are explained and the employee's role in this task is identified.

Each employee receives as a part of this process, a safety handbook outlining these requirements. The book is designed such that the employee can always keep it in their possession. The second portion of the Indoctrination process deals strictly with our Hazard Communication program. A written test covering this section is issued upon completion.

Once onsite, additional site training is provided. Currently, employees obtain pertinent information relating to the actual work activity, as well as information relating to specific site requirements and expectations. Written exams covering each section are administered.

In addition to employee training, a Behavior Based Accident Prevention Program has been established and used with great success. Training is documented by completing a training roster that includes each employee's name, Star Service, Inc. employee number, and the date. Star Service responsibilities regarding health and safety training includes, but is not limited to, the following:

- Permitting only qualified employees to operate equipment and machinery.
- Instructing employees in the recognition, mitigation or control of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposures to illness or injury.
- Providing proper safe handling instructions to employees required to work around, handle, or use poisons, caustics, or other harmful substances.
- Providing instructions to employees in the notification process of all accident, injury, damaged property, and injury free incidents that occur on the jobsite, and proper documentation.
- Providing instructions to employees required to enter a confined or enclosed space regarding the nature of the hazards involved, the necessary precautions to be taken, and use of protective and emergency equipment required.

OSHA regulations mandate that training on certain subjects be provided to employees prior to exposure at a jobsite and again on an annual basis or when changing conditions warrant. Star Service, Inc. HSE Training Manual is used as the basis for this training, and the superintendent shall ensure the participation of all employees. The annual training schedule listed in our manual is followed to ensure the efficiency of training all workers, including transients.

A Core Belief

When it comes to safety, Star Service goes above and beyond to protect our team and the integrity of you, our customer. Every new Star Service team member attends Safety Training before starting work, receives monthly training and annual refreshers of all items. These are the reasons behind our safety results and our outstanding safety record. We also perform initial drug testing and background checks of all our Team Members, as well as random drug testing. Because of our safe, well-trained Team Members, we can deliver cost savings, decreased downtime and improved operations for your project.

Our goals are clear:

- Manage a comprehensive Health, Safety and Environmental Management System
- Educate and train all team members about this System
- Create added value for customers through world-class performance in health, safety, and environmental protection
- Provide the support, training, tools, and environment to ensure all our Team Members return home safely to their families

DRUG DETECTION AND DETERRENCE POLICY

Star Service, Inc. is committed to providing a safe, secure, and drug-free work environment for our customers and employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we have established a written policy for all existing and future employees of Star Service, Inc. (Star uses hair follicle testing to ensure the most thorough and accurate results!)

Star Service explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

7425 Major Street, Houston, TX 77061 – Phone (281) 481-0700 / Fax (281) 481-8650

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Star Service conducts drug and/or alcohol testing under any of the following circumstances:

- **Pre-Employment Testing:** All Star Service, Inc., as a condition for employment must submit to pre-employment screening that includes drug testing. Drug screenings are taken at DISA, Inc., employee screening Service Company for Star Service, Inc. All employees to be tested must report to 12600 Northborough Drive, Suite 300, Houston, TX 77067.
- **Random Testing:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- **For-Cause Testing:** The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **Post-Accident Testing:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.

Commitment to Safety

Star Service, Inc. is committed to achieving high standards of health, safety and to providing a safe, healthy, and productive working environment for our employees as well as our client and subcontractors employees. We have a full time Safety Manager, Dan Champaign, on staff that has a lifetime of safety management experience. It is this Company's belief that all accidents are preventable and that our health and safety values will remain uncompromised. The philosophy is a top-to-bottom commitment and each level of our organization understands the importance of maintaining safety and health as one of our most important business values. We accept responsibility for safety and hold ourselves accountable for ensuring safety is a priority in the performance of every task.

Our Outstanding Safety Culture:

- It starts with a built-in commitment to safety starting at the very top of the organization and permeating all aspects of the organization.
- Our safety and health programs have been developed to ensure compliance with federal, state, and local regulations.

- Every day, we work with steadfast attention to ensure everyone goes home safe. Achieving the goal of a zero-injury workplace is our responsibility—and it is critical to our continued success.
- Our training not only focuses on OSHA’s required courses but follows industry trends and current happenings to make monthly training as on point as can be managed.
- Star Service also believes that no incident is too small, and all should be reported, not only so that we can lead the way in taking care of our Team Members, but so we can learn from the incidents and prevent future occurrences.

Safety is a full-time job, and Star Service has shown their commitment to safety and their Team Members by having a full-time certified safety manager in house to lead the charge of bringing everyone home safely each day. We pride ourselves in subscribing and reporting to the major safety affiliates to ensure our commercial and industrial customers have updated and accurate safety information.

Star Service has had ‘One’ OSHA Recordable incidence (No Lost Time) over the past eleven (13) years and our Experience Modifier Ratio are as follows:

2020:	0.69
2019:	0.67
2018:	0.71
2017:	0.68
2016:	0.74
2015:	0.72
2014:	0.72
2013:	0.78

Health, Safety and Environmental Policy Statement

Star Service values the health and safety of its employees, and the environment. The purpose of this policy statement is to convey the intent of Management regarding essential matters and to establish general guidelines from which our employees will conduct themselves.

Star Service is working to manage a comprehensive Health, Safety and Environmental Management System, and to educate and train all employees regarding that System. The ultimate responsibility for the enforcement of the Management System lies with Star Service.

While each and every policy and procedure is important, Star Service Management wishes to emphasize the following:

7425 Major Street, Houston, TX 77061 – Phone (281) 481-0700 / Fax (281) 481-8650
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- Job, health, safety, and protection of the environment is an absolute. Health, safety, and protection of the environment are always a priority. Health, safety, and the protection of the environment are as critical to our profitability as operational efficiency.
- Everyone is a "Safety Marshall". Every employee has Stop Work Authority (SWA) and the responsibility to stop an unsafe, unhealthy, or potentially damaging environmental act.
- Report all incidents, no matter how insignificant. Complete, accurate and timely information is essential to Management's ability to assess current conditions and behaviors and execute needed change. Reporting should not only include work-related injuries, but also near misses, environmental incidents, property damage, and vehicle incidents.
- Personal protective equipment (PPE) and other safety tools: failure to use PPE and safety tools represent risk of injury and disciplinary action to those who fail to abide by such policies and procedures. Each employee is responsible for use and maintenance of PPE.
- The observance of all health, safety and environmental plans, programs, permits, reports, policies, and procedures are mandatory, no exceptions. Failure to do so may result in disciplinary action, up to and including termination.

Ultimately, the key to the success of our HSE Management System is commitment by both Management and all employees.

Health, Safety and Environmental Management Plan

The elements within the Star Service Inc.' Health, Safety, and Environment Management System are intended to either **promote or create** safe, healthy, and environmentally-friendly conditions and behaviors (PPE, Hazard Communications, Lockout/Tagout, Waste Management, Spill Prevention, Countermeasures and Control, etc.) or **identify and correct or control** unsafe, unhealthy and potential-environment-damaging conditions and behaviors (Inspections, Audits, etc.) Every effort is made by this Company to train its employees to proactively achieve the positive results these programs and procedures provide.

In January of each year, Plans, Programs, Permits, Reports, Policies, and Procedures are reviewed and edited to ensure compliance with the most current standards and best practices in the industry, and success through the update of the contents of these elements (contacts, telephone numbers, information, materials, etc.). During the year, activities are conducted daily, weekly, monthly, quarterly, and annually to ensure the effective implementation of this Plan. Roles and responsibilities of management, new employees, and existing employees are identified to ensure accountability for the conduct of certain activities. Training is reviewed and scheduled to properly prepare employees to be safe and healthy in the workplace.

Health and Safety Plans and Programs

The following are a list of some of Star Service’s Safety Plans and Programs:

- Access to Employee Exposure and Medical Records Plan
- Exposure Control Plan
- Hazard Communication Program
- Transitional Duty Plan

Health and Safety Policies and Procedures

The following is a list of some of Star Service’s Health and Safety Policies and Procedures:

- Access to Employee Exposure and Medical Record
- Accident Prevention Signs and Tags
- Asbestos Awareness
- Assured Grounding
- Behavioral Based Safety
- Bloodborne Pathogens (Exposure Control)
- Confined Space Entry (Permit Required)
- Control of Hazardous Energy (Lockout / Tagout)
- Discipline
- Drug and Alcohol Abuse/Contraband
- Star Service is a member of DISA Contractor Consortium
 - ISN Network
 - Browz
 - X-Net
 - Pics Safety
- Electrical Safety-Qualified
- Electrical – Non-Qualified
- Emergency Action/Fire Prevention
- Fall Protection
- Fire Extinguisher/Safety
- First Aid/CPR
- Fleet Safety / Defensive Driving
- Forklift Operation
- Hazard Communication
- HAZWOPER
- Heat Stress Prevention
- Hydrogen Sulfide

- Incident Reporting and Investigating
- Inspections
- Job Safety Analysis (JSA)
- Manlift / Aerial Lift
- Material and Parts Procurement
- Occupational Noise/Hearing Conservation
- Personal Protective Equipment
- Process Safety Management (PSM)
- Respiratory Protection
- Responsibilities
- Safe Work Practices
- Safety Meetings
- Scaffold User
- Short Service Employee (SSE)
- Sub-contract Company Responsibilities
- Welding, Burning and Cutting/Fire Watch

Environmental Plans and Programs

The following are some of Star Service's Environmental Plans and Programs:

- Refrigerant Handling Procedure
- Refrigerant Recycling Rule

Engineering and Design

Star Service has 4 PE engineers on staff and can provide our customers with Engineering and Design services from the smallest improvement to a full-service Design Build application requiring full specifications and stamped drawings. In many situations our customers have structural and mechanical issues that can be resolved in minimal time without costly delays, and job shutdowns. Our Engineering services can provide Control Design, HVAC Design, Lab Safety System, and are able to provide the latest in Green Design.