

TIPS VENDOR AGREEMENT

PART 1 ONLY

Between Mid-America Waste Solutions, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 221002 Asbestos and Other Hazardous Contaminant Abatement and Disposal Services
(2 PART with JOC) - PART 1 ONLY

General Information

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

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

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery 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. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed upon at that time.

Warranty Conditions

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

Customer Support

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

Agreements

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

Tax exempt status

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

Assignments of Agreements

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

Disclosures

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

Term of Agreement and Renewals

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

or all of the extension is at the sole discretion of TIPS.

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

Example: *In this example, if the anticipated “Award Date” published in the Solicitation is May 22, 2022, but extended negotiations delay award until June 27, 2022 The end date of the resulting initial “three-year” term, (which is subject to an extension(s)) will still be May 31, 2025 for purposes of this example.*

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

Example: *In this example, if the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2022, the expiration date of the original three-year term shall be May 31, 2025 for purposes of this example.*

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

Example Following the Previous Example: *In this example, if TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 unless otherwise specified.*

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

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

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

Shipments

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

Invoices

Each invoice or pay request shall include the Vendor’s TIPS Contract number, the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the

shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

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

Pricing

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

Participation Fees and Reporting of Sales to TIPS by Vendor

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

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to properly report or render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the

six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience of TIPS Agreement Only

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

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and

should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

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

Novation

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

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

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

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

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

Safety Measures

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

Smoking

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

Marketing

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

Supplemental Agreements

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

Survival Clause

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

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor

Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

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

Choice of Law

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

Venue, Jurisdiction and Service of Process

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

between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

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

Status of TIPS Members as Related to Vendors Contract Information

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

Vendor’s Resellers as Related to This Agreement

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

Support Requirements

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

STATUTORY REQUIREMENTS

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

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

You certify that your company is not listed on and does not and will not do business with companies that are

on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

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

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

Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

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

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the

terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 221002 Asbestos and Other Hazardous Contaminant Abatement
and Disposal Services PART 1 ONLY

Company Name Mid-America Waste Solutions, LLC

Address PO Box 737

City Carthage State MO Zip 64836

Phone 417-358-3599 Fax _____

Email of Authorized Representative tasha.kilgore@cleaningguys.com

Name of Authorized Representative Tasha Kilgore

Title Contract Administrator

Signature of Authorized Representative Tasha Kilgore Digitally signed by Tasha Kilgore
Date: 2022.10.07 13:00:47 -05'00'

Date 10/7/22

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 1/26/2023



221002

**The Cleaning Guys, LLC dba CG Environmental
CG Environmental
Supplier Response**

Event Information

Number: 221002

Title: Asbestos and Other Hazardous Contaminant Abatement and Disposal Services (2 Part with JOC)

Type: Request for Proposal

Issue Date: 10/6/2022

Deadline: 11/17/2022 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 CONTRACT 19100201 OR 19100202 ASBESTOS AND OTHER HAZARDOUS CONTAMINANT ABATEMENT AND DISPOSAL SERVICES PART 1 AND/OR PART 2 ("191002"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR

ABATEMENT AND DISPOSAL OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 191002.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 191002 WHICH COVERS ALL OF YOUR ABATEMENT AND DISPOSAL OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS CONTRACT UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

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

The Cleaning Guys, LLC dba CG Environmental Information

Contact: Laura McCallum
Address: 5255 Teague Rd
Fort Worth, TX 76140
Phone: (972) 358-1940
Email: laura.mccallum@cleaningguys.com
Web Address: www.cleaningguys.com

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

Tasha Kilgore

Signature

Submitted at 11/15/2022 11:00:49 AM (CT)

tasha.kilgore@cleaningguys.com

Email

Supplier Note

Mid-America Environmental Solutions is pleased to submit the following submission package for Bid Response 221002 (Asbestos and Other Hazardous Contaminant Abatement and Disposal Services (2 Part with JOC)). We are committed to TIPS to ensure all training will be performed with professionalism, extreme care, and in compliance with all local, state, and federal regulations.

Requested Attachments

Pricing Form 1 PART 1 ONLY

No r

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.

D/M/WBE Certification OPTIONAL

No r

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If you have more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 1 ONLY

221002 Agreement Signature Form PART 1 ONLY

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 1 ONLY

221002 Agreement Signature Form PART 1 ONLY

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 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 solicitation 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.

Supplementary

CG Services Brochure

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 2 ONLY

221002 Agreement Signature Form JOC_PART 2 O

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

221002 Agreement Signature Form PART 2 O

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.

All Other Certificates

MO Permits & Asbestos Lice

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2 PART 1 ONLY

No r

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.

Warranty

No r

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK PART 2 ONLY

No r

PROPOSERS MAY SUBMIT ATTACHMENT ENTITLED "Optional Pricing Exhibit Xactimate Unit Price Book" AS AN ADDITIONAL PRICING METHOD TO THE REQUIRED RS MEANS METHOD. You may not offer Xactimate Pricing in lieu of RS Means and doing so will disqualify you. If you submit Xactimate as an additional option for pricing, it will be averaged with the score assigned for RS Means to arrive at your final pricing score during evaluation of your proposal.

Reference Form (PARTS 1 & 2)

221002 Reference_F

Valid Reference Email addresses are REQUIRED on the spreadsheet. LEAVE THE FORM IN EXCEL FORMAT. VERIFY EMAIL ADDRESS AND ENSURE THE REFERENCE KNOWS THEY WILL BE RECEIVING AN EMAIL FROM TIPS. 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

RFP 221002 Asbestos and Other Hazardous_About Mid-America_11.1

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

Logo and Other Company Marks

CG-MA L

Conflict of Interest Form

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

**CIQ- ONLY
REQUIRED IF A
CONFLICT
EXISTS PER
THE
INSTRUCTIONS**

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

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

No r

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

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

No r

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

Confidentiality Form

221002 CONFIDENTIALITY CLAIM FO

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

Mid-America Surety L

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

Current W-9 Tax Form

MAES W-9 2

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

Asbestos Rates.xlsx

Asbestos Rates

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="No"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that 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 CERTIFICATE section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input 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 type="text" value="MO, AR, KS, TX"/>

5	<p>Company and/or Product Description:</p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p>Mid-America Environmental Solutions provide hazardous and non-hazardous material cleanup, Covid remediation services, field services, oil and gas emergency response cleanup services, and hazardous waste removal and haul-off services to hundreds of satisfied clients throughout Missouri, Arkansas, Oklahoma, and Kansas. Utilizing our state-of-the-art, proprietary technology, we provide our customers with unparalleled time and money-saving solutions.</p>
6	<p>Primary Contact Name</p> <p>Primary Contact Name</p> <p>Tasha Kilgore</p>
7	<p>Primary Contact Title</p> <p>Primary Contact Title</p> <p>Contract Administrator</p>
8	<p>Primary Contact Email</p> <p>Primary Contact Email</p> <p>tasha.kilgore@cleaningguys.com</p>
9	<p>Primary Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>8174838181</p>
10	<p>Primary Contact Fax</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>8174835887</p>
11	<p>Primary Contact Mobile</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>No response</p>
12	<p>Secondary Contact Name</p> <p>Secondary Contact Name</p> <p>Jeff Anderson</p>
13	<p>Secondary Contact Title</p> <p>Secondary Contact Title</p> <p>Operations Manager</p>

1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="jeff.anderson@cleaningguys.com"/>
1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4173583599"/>
1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4177935414"/>
1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Tasha Kilgore"/>
1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="tasha.kilgore@cleaningguys.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8174838181"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Jill Rice"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="jill.rice@cleaningguys.com"/>

2 3	<p>Purchase Order Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p><input type="text" value="4173583599"/></p>
2 4	<p>Company Website</p> <p>Company Website (Format - www.company.com)</p> <p><input type="text" value="http://www.midamenv.com"/></p>
2 5	<p>Entity D/B/A's and Assumed Names</p> <p>Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the name under which you responded to this solicitation unless you organize otherwise with TIPS after award.</p> <p><input type="text" value="No response"/></p>
2 6	<p>Primary Address</p> <p>Primary Address</p> <p><input type="text" value="PO Box 737"/></p>
2 7	<p>Primary Address City</p> <p>Primary Address City</p> <p><input type="text" value="Carthage"/></p>
2 8	<p>Primary Address State</p> <p>Primary Address State (2 Digit Abbreviation)</p> <p><input type="text" value="Missouri"/></p>
2 9	<p>Primary Address Zip</p> <p>Primary Address Zip</p> <p><input type="text" value="64836"/></p>
3 0	<p>Search Words:</p> <p>Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)</p> <p><input type="text" value="Hazmat, remediation, environmental, waste, disposal, infectious disease, hazardous, non-hazardous, emergency spill response"/></p>
3 1	<p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent able to sell to our members regardless of the fund source, whether it be local, state or federal?</p> <p>Most of our members receive Federal Government grants or other funding and they make up a significant portion of budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200 Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with company.</p> <p>Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?</p> <p><input type="text" value="Yes"/></p>

3 **Yes - No**

2 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

3 **Company Residence (City)**

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

3 **Company Residence (State)**

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

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

5 Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT 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 Member 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 in your 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. Please note that any specific greater discount offered for a particular product, brand or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

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! CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize your 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, the 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 format, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

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

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 reseller 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.

39 REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient

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

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

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

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

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount 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 material cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT

4 **TIPS Administration Fee**

2

By submitting a proposal, Vendor agrees to remit to TIPS the required TIPS Administration Fee, as designated in the solicitation or as otherwise agreed in writing. If Authorized Resellers are named, Vendor agrees to guarantee remittance of the TIPS Administration fee by or for the Authorized Reseller. TIPS/ESC Region 8 is required by Texas Government Code Section 791 to be compensated for its work. Thus, submission of this proposal requires agreement to this term.

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

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

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

4 6 Resellers:
If awarded on PART 1, does the vendor have resellers that it will name under this contract?

Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor, under the TIPS Vendor Portal.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(Resellers are only permitted under a PART 1 award. If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

4 7 Right of Refusal
The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

4 8 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.

49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

50 Filing of Form CIQ

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

51 Regulatory Standing

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

52 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

53 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 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 or similar 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 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 the 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 has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction 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 comply in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

5 **Suspension or Debarment Certification**

5

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

Yes

5 **Non-Discrimination Statement and Certification**

6

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income 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 audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 697-9992. 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; 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 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)

5 **2 CFR PART 200 Contract Provisions Explanation**

7

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

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

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

5 8 2 CFR PART 200 Contracts

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

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 9 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and 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 Members reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS Members.

Does vendor agree?

6 0 2 CFR PART 200 Clean Air Act

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Member 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?

6
1 **2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

6
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?

6
3 **2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

6 2 CFR PART 200 Rights to Inventions

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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 performance or 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 Non-Federal Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and the 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 referenced in the Federal rule above.

Does vendor agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

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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 such 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 **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunic equipment or services as a substantial or essential component of any system, or as critical technology as part system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company subsidiary or affiliate of such entities).

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

Does vendor agree?

Yes

6 **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 consti contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4 accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 196 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Empl Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs Employment Opportunity, Department of Labor.”

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

Does vendor agree?

Yes

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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 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 CFR 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of this 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 shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. The requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market. The requirements do not apply to 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, the Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

Yes

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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 certain circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). In those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

Yes

7 **FEMA Fund Certifications**

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Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, and 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 representative access to all 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 inspections or 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 the 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 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.

7 **Certification of Compliance with the Energy Policy and Conservation Act**

1

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

7
2 **Certification Regarding Lobbying**

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

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

7
3 **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

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

7
4 **Subcontracting with small and minority businesses, women's business enterprises, and labor surplus and disadvantaged 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, 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. 3141-3144). 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 3146-3147) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination issued 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 the 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. All contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Buildings and 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 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 the 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 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 submitted 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?

Yes, I Agree

**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 of Texas.

Do you agree to these terms?

8 1	<p>Venue, Jurisdiction and Service of Process</p> <p>Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in 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 their 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 County Texas.</p> <p>Do you agree to these terms?</p> <p><input type="text" value="Agreed"/></p>
8 2	<p>Alternative Dispute Resolution Explanation of No Answer</p> <p><input type="text" value="No response"/></p>
8 3	<p>Infringement(s)</p> <p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p> <p><input type="text" value="Yes, I Agree"/></p>
8 4	<p>Infringement(s) Explanation of No Answer</p> <p><input type="text" value="No response"/></p>
8 5	<p>Acts or Omissions</p> <p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demand 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.</p> <p>Do you agree to these terms?</p> <p><input type="text" value="Yes, I Agree"/></p>
8 6	<p>Acts or Omissions Explanation of No Answer</p> <p><input type="text" value="No response"/></p>
8 7	<p>Contract Governance</p> <p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Local Government Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly provided by other applicable laws in clear and unambiguous language.</p> <p><input checked="" type="checkbox"/> Yes, I Agree (Yes)</p>

8 **Payment Terms and Funding Out Clause**

8 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 state or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor as TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting 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)

8 **Insurance and Fingerprint Requirements Information**

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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 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

9 **Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

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Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services 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 law 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 its covered employees has a disqualifying criminal history.

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

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

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

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

Some

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

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SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state or 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 TEXAS GOVERNMENT ENTITIES.

9 **Texas Government Code 2270 & 2270 Verification Form**

2 Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor its 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 with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action in the ordinary course of ordinary business purposes.

Our entity further certifies that it is not listed on and we do not do business with companies prohibited by Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorist Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terror>

I swear and affirm that the above is true and correct.

9 **Logos and other company marks**

3 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, .jpg preferred

Potential uses of company logo:

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

9 **Solicitation Deviation/Compliance**

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

95 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications 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 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.

No response

96 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

97 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 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 Vendor Agreement.

No response

98 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 below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

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 they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made and 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 documents 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** 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 clause in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

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 dispute resolution model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

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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. TIF requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under 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 state where the customer resides, ".

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

Agreed

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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.

Agreed

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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 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 or cause economic harm on, or limit commercial relations with a company because the company (a) engages in the exploratory 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 in paragraph (a)." See Tex. Gov't Code § 809.001(1).

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

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the follow 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 value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. 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. 227 SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on the 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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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. 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. 227 SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on the 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 legal counsel in understanding all portions of the solicitation.

References

TIPS 221002 Asbestos and Other Hazardous Contaminant
Abatement and Disposal Services (2 Part with JOC)

Mid-America Environmental Solutions

DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

**ALL INFORMATION MUST BE TYPED AND FORM MUST BE
UPLOADED IN EXCEL FORMAT.**

Please provide **FIVE (5) VERIFIED AND WILLING** references, from five different entities, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.

DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than FIVE (5) references.

Entity Name	Contact Person	VALID TYPED EMAIL IS REQUIRED	Phone
City of Arma Kansas	Tom Gorman	Arma_Shop@ckt.net	620-249-8142
Ozark Christian College	Damien Spikereit	Spikereit.Damien@occ.edu	417-680-5620
Carthage Tech Center	Dan Hill	DanHill@Carthagetigers.org	417-359-7095
Joplin School District	Mike Cory	MikeCory@Joplinschools.org	417-625-5300
Webb City R7 School District	Jeff Hickman	accountspayable@wcr7.org	417-673-6000
City of Joplin	Jeff Oliver	joliver@joplinmo.org	417-624-0820
Martin Marietta Materials	Robert Matthews	robert.matthews@martinmarietta.com	919-783-4666
Crowder College	Janet Pippin	Janet@bdfloors.com	417-850-1063

Rogers High School	Jeff Little	Jeff.Little@RPSAR.net	479-636-5421
Freeman Health Systems	CM Harper	CMHarper@freemanhealth.com	417-347-1111

Required Confidential Information Status Form

Mid-America Environmental Solutions

Name of company

Tasha Kilgore, Contract Administrator

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

PO Box 737

Carthage

MO 64836

417-358-3599

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

Signature _____ Date _____

OR

OPTION 2:

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

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

Signature Tasha Kilgore

Digitally signed by Tasha Kilgore

Date: 2022.10.11 11:09:47 -05'00'

Date 10/11/22

VENDOR SUPPLEMENTAL INFORMATION

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

State of Kansas
Kansas Department of Health and Environment



2021 Hazardous Waste Transporter
Registration Certificate
(A hazardous waste transporter may also transport used oil)

This certificate acknowledges that the company named below is registered with the Kansas Department of Health and Environment, Bureau of Waste Management, as a hazardous waste transporter.

MID AMERICA WASTE SOLUTIONS LLC
4204 COUNTRY LANE 118
CARTHAGE MO 64836

EPA ID Number: MOR000533562

A copy of this certificate must be carried in each company vehicle that transports hazardous waste or used oil in the State of Kansas and must be made available for review upon request.

This registration is valid from January 1, 2021 through December 31, 2021.

A handwritten signature in black ink, appearing to read "Stacey Smith".

Issued: December 28, 2020

Stacey Smith
Bureau of Waste Management
Regulations and Data Unit



KENTUCKY DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WASTE MANAGEMENT
CERTIFICATE OF REGISTRATION
FOR HAZARDOUS WASTE MANAGEMENT ACTIVITY

ISSUED TO:

MID-AMERICA WASTE SOLUTIONS, LLC
ATTN: DOMINIC WHITLEY
PO BOX 737
CARTHAGE, MO 64836

LOCATED AT:

4202 COUNTRY LANE 118
CARTHAGE, MO 64836

TYPE OF CERTIFICATE: NEW

The Division of Waste Management hereby issues the above-named installation a Certificate of Registration for the hazardous waste activity specified below. This Certificate is issued under the provisions of KRS Chapter 224 and regulations promulgated pursuant thereto. Conformance with all applicable laws and regulations is the responsibility of the registrant. All rights of inspection by representatives of the Division of Waste Management are reserved.

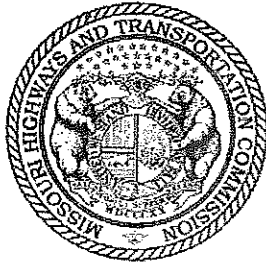
This Certificate supersedes all previous Certificates of Registration.

EPA ID NUMBER: MOR-000-533-562
AI NUMBER: 115816
STATE: MISSOURI
ISSUED: 07/19/12
EFFECTIVE: 07/17/12
EXPIRATION: NONE
ACTIVITY: HAZARDOUS WASTE & NON-HAZARDOUS

April J. Webb, P.E.
Branch Manager
Hazardous Waste Branch

Carla Cornett/Edith Greer/Maria Wood
Environmental Technologists

Questions concerning this Certificate should be directed to Carla Cornett, Edith Greer or Maria Wood at
(502) 564-6716



Missouri Department of Transportation

Motor Carrier Services

1320 Creek Trail Drive, P.O. Box 893

Jefferson City, MO 65102-0893

(866)831-6277 or (573)751-7100

PROPERTY CARRIER REGISTRATION

File No: USDOT 1891628

Name: MID AMERICA WASTE SOLUTIONS LLC

D/B/A:

City: CARTHAGE

Expiration Date: Not Applicable

State: MO

Effective Date: July 08, 2009

The Department has determined that the above-named carrier is qualified to be a registered motor carrier as provided in Sections 390.250-390.350 and 622.600-622.620, RSMo, and is in compliance with the applicable requirements for issuance of this document. Beginning on the effective date shown above, this carrier may engage in transportation for hire as follows:

INTRASTATE: Property Carrier Registration

Property (Except Household Goods):

Operations as a registered property carrier by motor vehicle upon the public highways in Missouri intrastate commerce, transporting property, including hazardous materials within the following hazard classes/divisions as designated in 49 CFR Parts 100-172: Division 1.6 Extremely Insensitive Detonating Substances; Class 3 Flammable and Combustible Liquids; Division 4.1 Solids that are Flammable; Division 4.3 Material that is Dangerous When Wet; Division 5.1 Oxidizers; Division 6.1 Material that is Poisonous (PG 1, Inhalation Hazard Only); Class 8 Corrosives; Class 9 Miscellaneous; ORM-D (Other Regulated Materials), (except household goods and all other hazardous materials as designated in 49 CFR § 172.101 which are regulated under 49 CFR Parts 100-172).

Opportunity for Hearing: You may request a hearing on the validity or correctness of this grant of operating authority. Requests for hearing shall be filed in writing, not later than 30 days after the effective date shown above, with the Missouri Administrative Hearing Commission, Truman Building, Room 640, 301 W. High St., P.O. Box 1557, Jefferson City, MO 65102-1557, Telephone (573) 751-2422. Fax (573) 751-5018.

Issued at 1320 Creek Trail Drive

Post Office Box 893

Jefferson City, MO 65102-0893

On July 07, 2009

Director of Motor Carrier Services



ARKANSAS HIGHWAY POLICE

A DIVISION OF THE ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | iDriveArkansas.com | Lorie H. Tudor, P.E., Director – ArDOT | Jeff Holmes, Chief – AHP

P.O. Box 2779 | Little Rock, AR 72203-2779 | Phone: 501.569.2421 | Fax: 501.569.4999

ARKANSAS HAZARDOUS WASTE TRANSPORTATION PERMIT

Mid-America Waste Solutions, LLC
4204 County Lane 118
Carthage, MO 64836

Permit No. H-1485C
EPA ID No. MOR000533562
Date Issued: 06/11/2022

“CONDITIONAL” ORDER AND PERMIT

It appears that the above named carrier has met with all applicable provisions of the rules and regulations adopted by the Arkansas Highway Police under authority of the Arkansas Hazardous Waste Management Act, and therefore, is issued a conditional permit from the Arkansas Highway Police to engage in the transportation of hazardous waste in and/or through the State of Arkansas, for a period of one (1) year.

The above said carrier is hereby issued this permit subject to such terms, conditions, and limitations as are now, or may hereafter be attached to the exercise of the privileges herein granted. Under the terms of the permit, the carrier is required to maintain within the transporting unit, a copy of the transporting unit's current annual inspection performed in accordance with CFR Title 49, Part 396.17 or a valid CVSA decal issued to the applicable transporting unit within the previous 12 months, along with, a copy of the driver-vehicle inspection report indicating the date, time and location the decal was issued.

It is a condition of the permit that the holder shall comply with all rules and regulations of the Arkansas Highway Police and the laws of the State of Arkansas concerning the transportation of hazardous waste and operation of a motor vehicle over the highways of this State.

This permit does not confer any operating authority to said carrier and shall not be considered as such.

This permit shall terminate one (1) year from the date issued but may be subject to renewal upon application of the carrier.

Entered this 2nd day of June, 2022.

Jeff Holmes, Chief
ARKANSAS HIGHWAY POLICE



KENTUCKY DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WASTE MANAGEMENT
CERTIFICATE OF REGISTRATION
FOR HAZARDOUS WASTE MANAGEMENT ACTIVITY

ISSUED TO:

MID-AMERICA WASTE SOLUTIONS, LLC
ATTN: DOMINIC WHITLEY
PO BOX 737
CARTHAGE, MO 64836

LOCATED AT:

4202 COUNTRY LANE 118
CARTHAGE, MO 64836

TYPE OF CERTIFICATE: NEW

The Division of Waste Management hereby issues the above-named installation a Certificate of Registration for the hazardous waste activity specified below. This Certificate is issued under the provisions of KRS Chapter 224 and regulations promulgated pursuant thereto. Conformance with all applicable laws and regulations is the responsibility of the registrant. All rights of inspection by representatives of the Division of Waste Management are reserved.

This Certificate supersedes all previous Certificates of Registration.

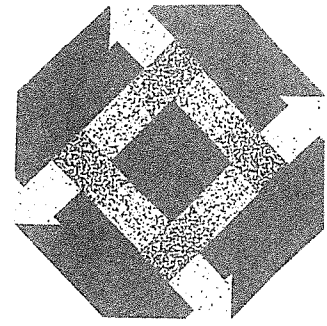
EPA ID NUMBER: MOR-000-533-562
AI NUMBER: 115816
STATE: MISSOURI
ISSUED: 07/19/12
EFFECTIVE: 07/17/12
EXPIRATION: NONE
ACTIVITY: HAZARDOUS WASTE & NON-HAZARDOUS

April J. Webb, P.E.
Branch Manager
Hazardous Waste Branch

Carla Cornett/Edith Greer/Maria Wood
Environmental Technologists

Questions concerning this Certificate should be directed to Carla Cornett, Edith Greer or Maria Wood at
(502) 564-6716

Alliance for Uniform HazMat Transportation Procedures Uniform Program Credentials



ALLIANCE
FOR UNIFORM
HAZMAT
TRANSPORTATION
PROCEDURES

MID-AMERICA WASTE SOLUTIONS LLC
PO BOX 737
CARTHAGE MO 64836

USDOT # 01891628
MC # 00680986
EPA ID # MOR000533562
Intrastate Motor Carrier # (if assigned by state): 144172

Phone Number to call in case of an accident or emergency: (800) 736-3590

Uniform Program ID: UPM-01891628-OK
Certified By: CRYSTAL STEVENS
Date Issued: 05/11/2022 Expiration Date: 07/01/2023
Issuing Agency: Oklahoma Corporation Commission
Agency Phone Number: 405-521-2915





2023 UCR Registration is VALID!



Confirmation # 000-0343-9028

Registered on: 10/10/2022 16:19 EST

Generated: 10/10/2022 16:19 EST

Year: 2023

Paid:	Date	Bracket	UCR Fee	Conv. Fee	Total
	10/10/2022	Tier 3 [16 veh.]	\$242.00	\$1.00	\$243.00

Bracket: 6 to 20 vehicles [16 vehicle(s)]

USDOT #: 1891628

Classifications: Motor Carrier, Motor Private Carrier

Legal Name: MID-AMERICA WASTE SOLUTIONS LLC

Base State: US_MO

Principal: 4204 COUNTY LANE 118
CARTHAGE, MO 64836
US

Payor: MID-AMERICA WASTE SOLUTIONS LLC

*** Expires: 12/31/2023 ***

State of Kansas
Kansas Department of Health and Environment



**Hazardous Waste Transporter
Registration Certificate**
(A registered hazardous waste transporter may also transport used oil)

This certificate acknowledges that the company named below is registered with the Kansas Department of Health and Environment, Bureau of Waste Management, as a hazardous waste transporter.

MID AMERICA WASTE SOLUTIONS LLC
4204 COUNTRY LANE 118
CARTHAGE MO 64836

EPA ID Number: MOR000533562

A copy of this certificate must be carried in each company vehicle that transports hazardous waste or used oil within, into, out of, or through the State of Kansas and must be made available for review upon request.

A handwritten signature in blue ink that reads "Kelsie L Gfeller".

Kelsie L Gfeller
Bureau of Waste Management
Regulations and Data Unit

Issued: December 27, 2021

MID AMERICA WASTE SOLUTIONS LLC

License No: 22G12001000

Hazardous Waste Transporter License Certificate

VEHICLE IDENTIFICATION NUMBER(S):

Jul 14, 2022 14--DRMVB0000161622MO; 15-1XP5DB9X86D896716; 17-1NPXGGGG50D408680;
18-1XP5DB9X66D883690; 19-1XPXD49X7KD629131; 2-1HTMMAAM96H341844;
20-1XPXD49X9LD683645; 21-1XPXD49X1LD641941; 22-1XPXD49X1LD641907;
23-1XPXD49X3LD641908; 24-1XPXD49X9LD669681; 25-1XPXD49X9MD739195;
26-1XPXD49X4MD739198; 27-1XPXD49X4MD751156; 28-1NKZLK0X5NJ479023;

Expiration Date: July 13, 2023



TENNESSEE
TENNESSEE
TENNESSEE
TENNESSEE

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF SOLID WASTE MANAGEMENT
HAZARDOUS WASTE MANAGEMENT PROGRAM

HAZARDOUS WASTE TRANSPORTER PERMIT

A HAZARDOUS WASTE TRANSPORTER PERMIT IS REQUIRED IN THE STATE OF TENNESSEE BY THE DEPARTMENT OF ENVIRONMENT AND CONSERVATION FOR THE TRANSPORTATION OF HAZARDOUS WASTES THAT ORIGINATE IN THE STATE OF TENNESSEE AND / OR HAVE A TENNESSEE DESTINATION

THIS PERMIT IS NOT TRANSFERABLE

THIS PERMIT ISSUED TO:

MID AMERICA WASTE SOLUTIONS, LLC

**4204A COUNTY LANE 118
CARTHAGE, MO 64836**

PERMIT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
MOR000533562	November 30, 2021	January 31, 2023

PERMIT EFFECTIVE UNTIL THE ABOVE EXPIRATION DATE UNLESS SUSPENDED, REVOKED, OR VOLUNTARILY RESCINDED

SPECIAL INSTRUCTIONS:

- AN ORIGINAL OR PHOTOCOPY OF THIS PERMIT MUST BE KEPT IN EACH TRANSPORT VEHICLE.
- GENERATORS OF HAZARDOUS WASTE IN THE STATE OF TENNESSEE ARE REQUIRED BEFORE SIGNING HAZARDOUS WASTE MANIFESTS, TO VERIFY THAT THE TRANSPORTERS TO WHOM THEY GIVE THEIR WASTE POSSESS A VALID TENNESSEE HAZARDOUS WASTE TRANSPORTER PERMIT. THE GENERATORS' VERIFICATION PROCESS ENSURES THAT:
 - THE TRANSPORTER BUSINESS NAME ON THE PERMIT IS THE SAME AS THE MANIFEST'S ITEM 6, TRANSPORTER 1 COMPANY NAME;
 - THE ASSIGNED PERMIT NUMBER IS THE SAME AS THE MANIFEST'S ITEM 6, U.S. EPA ID NUMBER;
 - THE MANIFEST'S ITEM 15, GENERATOR'S CERTIFICATION, IS SIGNED BY THE GENERATOR ON OR AFTER THE EFFECTIVE DATE BUT NO LATER THAN THE EXPIRATION DATE.
- THIS PERMIT SUPERCEDES ALL PREVIOUSLY ISSUED STATE OF TENNESSEE HAZARDOUS WASTE TRANSPORTER PERMITS INCLUDING ORIGINALS, FACSIMILES AND PHOTOCOPIES. DESTROY ALL PREVIOUSLY ISSUED PERMITS TO PREVENT ILLEGAL ACTIVITIES.
- REPORT SPILLS WITHIN THE STATE OF TENNESSEE IMMEDIATELY TO 1-800-262-3300 (THE TENNESSEE EMERGENCY MANAGEMENT AGENCY - T.E.M.A.).

12/1/2021

Lisa A. Hughey, Director
Division of Solid Waste Management

FOR MORE INFORMATION CONTACT:
STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF SOLID WASTE MANAGEMENT
WASTE ACTIVITY AUDIT SECTION -- ATTENTION ASHLEY SEXTON

William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Blvd, 14th Floor
Nashville, TN 37243

PHONE: 615-532-7704 FAX: 615-532-0938 eMail: Ashley.Sexton@tn.gov

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Montgomery, Alabama, 36130-1463
(334) 271-7700 • FAX (334) 271-7950

April 22, 2021

CERTIFIED MAIL # [TRANSMITTED ELECTRONICALLY]

Mr. Robert Vice
P.O. Box 737
Carthage MO 64836

RE: Permit Number MOR000533562
Mid-America Waste Solutions, LLC
4204 County Lane 118
Carthage, MO 64836

Dear Mr. Vice,

Enclosed is the Alabama Hazardous Waste Transport Permit for *Mid-America Waste Solutions, LLC* of 4204 County Lane 118, Carthage, MO 64836. This permit is valid for three years from April 22, 2021 to April 21, 2024. If the anticipated transportation of hazardous waste and/or used oil in Alabama is longer than the term of this permit, a renewal application must be submitted to the Department at least **180 days** before the expiration date of the permit to avoid delays. If applying for a modification, please include a cover letter specifying the purpose of the modification. It is the Permittee's responsibility to be aware of the expiration date of the Permit and the *Certificate of Liability Insurance*.

The wastes allowed for transport are specified in this permit. Pursuant to the requirements of the Alabama Department of Environmental Management Administrative Code Rule 335-14-17-.05(9)(a), a copy of the permit and a copy of the contingency plan required by Rule 335-14-8-.09(4)g must be maintained in each vehicle actively transporting used oil.

If questions or comments arise regarding this matter, please contact Mr. Metz Duites at (334) 270-5679 (mpd@adem.alabama.gov) or Mr. Naveen Sharma at (334) 270-5608 (ncs@adem.alabama.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Sonja B. Favors", is written over a light blue horizontal line.

Sonja B. Favors, Chief
Industrial Hazardous Waste Branch
Land Division

SBF/MPD

Birmingham Branch
110 Vulcan Road
Birmingham AL 35209-4702
(205) 942-6168
(205) 941-1603 (FAX)

Decatur Branch
2715 Sandlin Road, S.W.
Decatur, AL 35603-1333
(256) 353-1713
(256) 340-9359 (FAX)



Mobile Branch
2204 Perimeter Road
Mobile, AL 36615-1131
(251) 450-3400
(251) 479-2593 (FAX)

Mobile - Coastal
4171 Commanders Drive
Mobile, AL 36615-1421
(251) 432-6533
(251) 432-6598 (FAX)



HAZARDOUS WASTE TRANSPORT PERMIT

PERMITTEE: Mid-America Waste Solutions, LLC

ADDRESS: 4204 County Lane 118
Carthage, MO 64836

PERMIT NUMBER: MOR000533562

HAZARDOUS WASTES APPROVED: All hazardous waste identified by Rules 335-14-2-.02. through 335-14-2-.04, inclusive, and used oil identified by Rule 335-14-17-.02 of the ADEM Administrative Code

TRANSPORTATION MODE: Highway

In accordance with and subject to the provisions of the Hazardous Waste Management Act of 1978, as amended, Code of Alabama 1975, §§22-30-1 to 22-30-2, the Alabama Environmental Management Act, as amended, Code of Alabama 1975, §§22-22A-1 to 22-22A-15, and rules and regulations adopted thereunder, and subject further to the conditions set forth in this permit, the Permittee is hereby authorized to transport the approved hazardous wastes by the approved transportation mode.

ISSUANCE DATE: April 22, 2021
EFFECTIVE DATE: April 22, 2021
EXPIRATION DATE: April 21, 2024

PART I - FINANCIAL RESPONSIBILITY

- A. The permittee (transporter) shall maintain financial assurance to comply with the requirements of ADEM Admin. Code R. 335-14-4-.04. The permittee shall obtain written approval from the Alabama Department of Environmental Management (hereinafter "the Department") prior to cancellation, alteration or substitution of any such assurance.

PART II - TRANSPORTATION MANAGEMENT REQUIREMENTS

- A. The permittee, his agents and employees shall be familiar with the manifest and reporting requirements of ADEM Admin. Code R. 335-14-4-.02.
- B. The permittee, his agents and employees shall be familiar with the manifest and reporting requirements of ADEM Admin. Code R. 335-14-4-.03. In addition to the reports required by such rule, a written report of any spill during loading or unloading shall be filed with the Land Division of the Department not later than 15 days after such spill.
- C. The permittee shall allow, at all reasonable times, representatives of the Department, upon presentation of credentials, to enter the permittee's premises, including, but not limited to, vehicles, loading and unloading facilities or any place where records required by the ADEM Admin. Code are kept, for the purpose of inspection to determine compliance with the ADEM Admin. Code and this permit. At all reasonable times, representatives of the Department shall be allowed access to and the right to copy all records required by the ADEM Admin. Code and the conditions of this permit. All inspection reports and other data collected shall be available for public inspection unless the permittee makes a showing in compliance with Code of Alabama 1975, §22-30-18, that such information is entitled to confidentiality.

PART III - EFFECT OF PERMIT

- A. Issuance of this permit does not convey any property rights of any sort of any exclusive privilege.
- B. The issuance of this permit does not authorize injury to persons or property or invasion of other private rights, or any infringement of federal, State of Alabama or local laws or regulations or preclude the institution of any legal action for violation of such laws or regulations.

PART IV - REVOCATION, SUSPENSION AND MODIFICATION OF PERMITS

- A. The Department may, at any time, revoke or terminate this permit as provided in ADEM Admin. Code R. 335-14-8-.11.
- B. The Department may, at any time, suspend this permit for any of the causes for termination listed in ADEM Admin. Code R. 335-14-8-.11(2).

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION**



**HAZARDOUS MATERIALS
CERTIFICATE OF REGISTRATION
FOR REGISTRATION YEAR(S) 2022-2025**

Registrant: MID-AMERICA WASTE SOLUTIONS, LLC

ATTN: Robert Vice
PO BOX 737
CARTHAGE, MO 64836

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 050222550055EG Effective: July 1, 2022 Expires: June 30, 2025

HM Company ID: 118203

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

#HAZLIFE



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CG SERVICES

CG Environmental (the "Cleaning Guys") provides hazardous and non-hazardous material cleanup, field services, and emergency response to hundreds of satisfied clients throughout the country. We are equipped to handle chemical spills, gas spills, corrosive materials, and biological hazards. Using state-of-the-art, proprietary technology, we provide our customers with unparalleled hazardous waste transportation and disposal services that save time and money. We can handle any biohazard cleanup situation. Let us help you define the way you do environmental health and safety!

SERVICE LIST QUICK REFERENCE GUIDE

FIELD SERVICES

CSE (Confined Space Entry)
CSR (Confined Space Rescue)
Decontamination
Demolition and Dismantling
Dry Ice Cleaning
Excavation and Removal
Facility Closures
Parking Garage Cleaning
Power Washing
Product Recovery and Transfer
Railcar Cleaning and Inspection
Remediation Services
Scarifying and Media Blasting
Steam Cleaning
Tank Cleaning
Vacuum Services
Waterway Contamination Removal
Electrical Equipment Recycling and Disposal
Electrical Equipment Field Services

WASTE SERVICES

Bulk Waste Disposal
Customer Product Disposal
Container Management
Drum Waste Disposal
Explosive Management
Fuel Blending
Incineration
Landfill
Large-Scale Waste Removal and Disposal Projects
Medical Waste Management and Disposal
PCB Disposal
Shredding Services
Transportation Services
Wastewater Treatment
Laboratory Chemical Packing
DEA Controlled Substance
Radioactive Services and Disposal

EMERGENCY RESPONSE

Biological and Infectious Agent Response
Chemical and Hazardous Material Spill Response
Emergency Pump-Outs
Emergency Waste Disposal
National Response Coverage Programs
Natural Disaster Response
Oil Spill Response
Standby Emergency Response Coverage

INDUSTRIAL SERVICES

Chemical Cleaning
Dewatering and Materials Processing
High-Pressure Services
Hydro-Excavation
Outage and Turnaround Services

ON-SITE SERVICES

Customized On-Site Environmental and Industrial Services
Special Waste Events
Universal Waste Programs

FACILITY SERVICES

Air Duct Cleaning
Emergency Spill Response
Forklift Charging Stations
Industrial Waste Disposal
Silo Power Washing and Dry Cleaning
Mold, Spore, and Dust Treatment
Pit Cleaning/CSE
Rafters Cleaning
Surface Stain Remediation

RAILCAR SERVICES

On site Cleaning
On Rail Tank Cleaning
Non-hazardous and High-haz Cleaning
Cleaning Trans Loading
Railcar Repair

TRANSPORTATION SERVICES

Vac-Truck Services
Commercial Roll-off Services
Hazardous Waste Transport



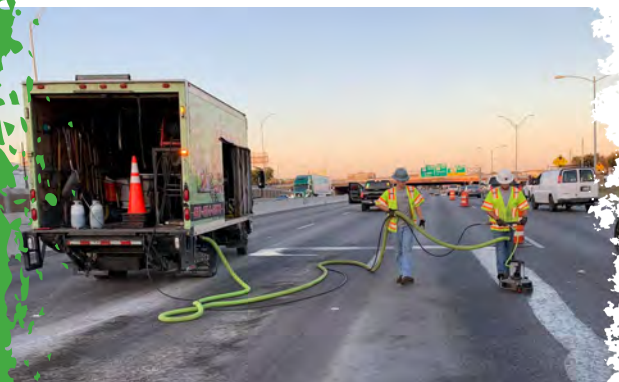
24/7 EMERGENCY RESPONSE



RECOVERY TRUCK "THE ANNIHILATOR"

"Open Roads Faster"

Team CG is proud of our patented recovery truck that we call the "Annihilator". This piece of equipment helps increase our efficiency, speed, and cleanliness. This turn-key piece of machinery is capable of removing and recovering hydrocarbons and other hard surface stains. With the ability to clean 800 square feet in under a minute and remove hydrocarbons in the process, you can see why CG is making granular absorbent a thing of the past. A university study performed by the University of North Texas Environmental Department proved that the Annihilator is strong enough to take hydrocarbon impacted concrete and have it pass a white glove test.



FIELD SERVICES

"1 Truck - 1 Team - 1 Call"

CG Environmental's Field Services Program is designed to be your single source service provider. This is the reason our Field Services slogan is; "1 Truck - 1 Team - 1 Call". Our top services include, but are not limited to our vac truck service program, hydro-excavation, remediation services, and confined space operations. We provide project management as well as extensive training for our technicians.

Our Confined Space Operations Program is capable of performing:

- Oil Water Separator Cleaning
- Underground Storage Tank (UST) Cleaning
- Man Hole Accessible Trench / Pit Cleaning
- Frac Tank Cleaning
- Vac Box Cleaning
- Silo Cleaning
- Railcar Cleaning

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CG EMERGENCY RESPONSE

"Here When You Need Us - There When It Counts"

In today's busy and competitive market of environmental services, what is there to differentiate one from another?

CG Environmental's Emergency Response program has been designed keeping the customer in mind. When it comes to Emergency Response, time is always a major factor. Response time means nothing if the team is lacking the proper equipment, training, and knowledge about the situation. CG sets the industry standard for quality. With technicians trained to evaluate and respond to any situation, we are capable of having a steadfast response time. With an average one hour response time, a prepared team with proper equipment, knowledge, and experience, we can respond to any situation making CG Environmental - Cleaning Guys the premier brand within the Environmental Industry.



UNIVERSAL WASTE SERVICES

"Let Us Worry About The Waste"

Universal Waste is a regulatory obstacle for many companies. CG's Universal Waste solutions can help reduce your long-term liability and save you money in the long run.

We offer disposal for:

- Batteries
- Pesticides / Herbicides
- Light Bulbs
- Mercury Containing Equipment
- Universal Paint

CG Environmental's Waste Management Group is equipped to handle, transport, and dispose of hazardous and non-hazardous waste for both industrial and commercial accounts. We work with several disposal and recycling facilities to ensure our customers waste streams are taken care of responsibly and in a timely manner.

RAILCAR SERVICES

"Clean, Inside and Out"

CG Environmental brings the same professional and detail oriented HAZ/MAT services to our Railcar Division. We're proud to announce our Railcar and Tank Cleaning facility in Tulsa, OK.

We have a comprehensive approach to our Railcar Services:

- Onsite Cleaning
- Mobile Railcar Cleaning
- Cleaning Trans Loading
- 10-day permitted facility with waste profile disposal
- Railcar Repair



VAC TRUCK SERVICES

"You Call, We Haul"

CG Environmental's powerful industrial vacuum equipment is designed to handle a full spectrum of vacuum needs within a wide range of industries. CG can pump out liquids, sludge, and solids at your commercial or industrial facilities. Extensively trained experts will collect and ensure the proper disposal of all waste materials while staying in compliance with all local, state, and federal regulations.

Some of our Vac Truck Services include:

- Oil Water Separator Service
- Drain, Sump, Pit, and Trench Cleanout
- Sand Trap / Grit Trap Service
- Hazardous / Non-Hazardous Liquids and Sludge Disposal
- Bobtail and Transport Capabilities



TRANSPORTATION SERVICES

"We Do the Heavy Lifting"

Striving to better serve our customers in the hazardous waste industry, CG Environmental has quickly become one of the premier and preferred haulers of hazardous and special waste. It is our primary objective to reduce and prevent the headache that can stem from waste transportation and disposal regulations. Our central location allows CG Environmental to competitively provide transportation and waste hauling within the continental United States.

CG Environmental Drivers are certified in:

- HAZ/MAT Security Awareness
- OSHA HAZWOPER
- Hazard Communication
- Hazard Waste Management



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