

# TIPS VENDOR AGREEMENT

Between Excel Energy Group, Inc. and \_\_\_\_\_  
(Insert Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFQ 220104 Energy Savings Performance Contract**

### 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.

### Warranty Conditions

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

### Customer Support

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

## Agreements

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

## Tax exempt status

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

## Assignments of Agreements

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

## Disclosures

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

## Term of Agreement and Renewals

The Agreement with TIPS is for approximately **five (5)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **five-year** term. Whether or not to offer the extension is at the sole discretion of TIPS.

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

**Example:** *If the anticipated award date published in the Solicitation is March 24, 2022 but extended negotiations delay award until June 27, 2022 The end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be March 31, 2027.*

**“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 **five years**.

**Example:** *If the original term is approximately five years, and the solicitation provides an anticipated award date of March 24, 2022, the expiration date of the original five-year term shall be May 31, 2027.*

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

**Example Following the Previous Example:** *If TIPS offers a one-year extension, the expiration of the extended term shall be March 31, 2028.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits but is not required to do so.

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

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

**Shipments**

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

**Invoices**

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

**Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment

statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

All pricing submitted to TIPS' Members 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. **Fees for this RFQ is 1% of the sale price paid by the TIPS Member entity.**

### **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](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](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

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

#### **State of Texas Franchise Tax**

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

#### **Miscellaneous**

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

#### **Purchase Order Pricing/Product Deviation**

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

#### **Termination for Convenience of TIPS Agreement Only**

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

#### **TIPS Member Purchasing Procedures**

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

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.

- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **Licenses**

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

### **Novation**

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

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

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

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

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

### **Safety Measures**

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

**Smoking**

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

**Marketing**

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

**Supplemental Agreements**

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

**Survival Clause**

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

**Legal obligations**

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

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the

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

### **Force Majeure**

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

### **Choice of Law**

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

### **Venue, Jurisdiction and Service of Process**

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

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS



Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

**Status of TIPS Members as Related to This Agreement**

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

**Vendor's Resellers as Related to This Agreement**

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

**Support Requirements**

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

**Incorporation of Solicitation**

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

**SECTION HEADERS OR TITLES**

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

**STATUTORY REQUIREMENTS**

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

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

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

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

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

### Insurance Requirements

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

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

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

## Special Terms and Conditions

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

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

NOTE: It is always the Vendor's responsibility under the TIPS agreement to report all sales under the TIPS Agreement. 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 all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to [TIPSP0@TIPS-USA.com](mailto:TIPSP0@TIPS-USA.com), unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor's TIPS Contract(s) and preclusion to responding to future solicitations.

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFQ 220104 Energy Savings Performance Contracts

Company Name Excel Energy Group, Inc.

Address 3003 East 17th Street


City Russellville State AR Zip 72802

Phone 479-280-1928 Fax 877-320-4399

Email of Authorized Representative ddale@excelenergygroup.com

Name of Authorized Representative David Dale

Title C.O.O. / Owner


Signature of Authorized Representative 

Date 2/18/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 3/24/2022

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

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



## 220104 Addendum 1 Excel Energy Group Inc Supplier Response

### Event Information

Number: 220104 Addendum 1  
Title: Energy Savings Performance Contracts (ESPC)  
Type: Request for Qualification  
Issue Date: 1/6/2022  
Deadline: 2/18/2022 03:00 PM (CT)  
Notes:

**IF YOU CURRENTLY HOLD TIPS CONTRACTS (170103) Energy Savings Performance Contracts (“170103”) OR (200209) Energy Savings Performance Contracts (“200209”), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT.**

### Contact Information

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

## Excel Energy Group Inc Information

Address: 3003 E 17th St  
Russellville, AR 72802  
Phone: (479) 280-1928

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

W. David Dale

*Signature*

*Submitted at 2/16/2022 4:30:09 PM*

jreeves@excelenergygroup.com

*Email*

## Requested Attachments

### Agreement Signature Form

1 - AGREEMENT SIGNATURE FORM.pdf

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

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

### Confidentiality Claim Form

2 - CONFIDENTIALITY FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

### Proposed Goods and Services

3 - PROPOSED GOODS AND SERVICES.pdf

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

### Reference Form

4 - REFERENCE FORM.xls

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.

### Current W-9 Tax Form

5 - W-9 TAX FORM.pdf

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

### Vendor Agreement

6 - VENDOR AGREEMENT.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.  
DO NOT UPLOAD encrypted or password protected files.

### OPTIONAL Information Requested

*No response*

IF you agree to do so, Please upload the Optional Information Requested regarding ESaaS.  
See attachment.

## All Other Certificates

8 -OTHER CERTIFICATES.pdf

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

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

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

## D/M/WBE Certification OPTIONAL

No response

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

## Warranty

11 - WARRANTY.pdf

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

## Supplementary

12 - SUPPLEMENTARY.pdf

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

## Logo and Other Company Marks

13 - COMPANY LOGO.png

If you desire, 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 Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

## Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

14 - CERTIFICATION OF CORPORATE OFFERER FORM.pdf

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

## Disclosure of Lobbying Activities Standard Form LLL

No response

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

## Bid Attributes

<b>1</b>	<b>Yes - No</b> 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"/>
<b>2</b>	<b>Yes - No</b> Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>



3	<b>Yes - No</b> The Vendor can provide services and/or products to all 50 US States? <input type="text" value="No"/>
4	<b>States Served:</b> If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="AR, OK, TX, TN, LA, MO, KS, KY, CO"/>
5	<b>Company and/or Product Description:</b> This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="We are committed to saving any organization money through customized energy efficient solutions while simultaneously reducing their carbon footprint. Furthermore, by using cutting-edge lighting technologies, we can improve working and learning environments by supplying cleaner, whiter, more natural looking light that requires less energy to obtain. We have performed projects ranging from post-secondary educational institutions to city, county, state, and federal government buildings, from healthcare to commercial, industrial, and retail applications as well. All organizations can benefit from our proven track record of substantially reducing utility bills for all who employ our services."/>
6	<b>Primary Contact Name</b> Primary Contact Name <input type="text" value="Colton Churchill"/>
7	<b>Primary Contact Title</b> Primary Contact Title <input type="text" value="VP of Sales"/>
8	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="cchurchill@excelenergygroup.com"/>
9	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4792801928"/>
10	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8773204399"/>
11	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
12	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="W. David Dale"/>

1 3	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="C.O.O."/>
1 4	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="ddale@excelenergygroup.com"/>
1 5	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4792801928"/>
1 6	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 7	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 8	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="April Nason"/>
1 9	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="anason@excelenergygroup.com"/>
2 0	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4792801928"/>
2 1	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="April Nason"/>
2 2	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="anason@excelenergygroup.com"/>
2 3	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4792801928"/>

2 4	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="www.excelenergygroup.com"/>
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2 5	<b>Entity D/B/A's and Assumed Names</b> Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
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2 6	<b>Primary Address</b> Primary Address <input type="text" value="3003 East 17th Street"/>
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2 7	<b>Primary Address City</b> Primary Address City <input type="text" value="Russellville"/>
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2 8	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input type="text" value="AR"/>
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2 9	<b>Primary Address Zip</b> Primary Address Zip <input type="text" value="72802"/>
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3 0	<b>Search Words:</b> Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="lighting, energy efficient, LED, exterior lighting, interior lighting, controls, energy, incentives, school, municipality"/>
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3 1	<b>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</b> Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.  Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you? <input type="text" value="Yes"/>
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3  
2 **Yes - No**

Certification of Residency (Required by the State of Texas) 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. It does not affect scoring with TIPS.

3  
3 **Company Residence (City)**

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

3  
4 **Company Residence (State)**

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

3  
5 **TIPS Administration Fee**

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

3  
6 **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

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

3  
7 **TIPS Administration Fee Paid by Vendor - Not Charged Separately to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing to Member entity which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

**3  
8** **Years in Business as Proposing Company**

Years in business as proposing company?

**3  
9** **Resellers:**

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, the awarded vendor of TIPS.

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

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

**4  
0** **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  
1** **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.

**4  
2** **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

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

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

The Form CIQ is one of the attachments to this solicitation.

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

**4**  
**3** **Filing of Form CIQ**

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

**4**  
**4** **Regulatory Standing**

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

**4**  
**5** **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

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

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

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

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

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

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#### **Suspension or Debarment Instructions**

Instructions for Certification:

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

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#### **Suspension or Debarment Certification**

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

Yes

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## Non-Discrimination Statement and Certification

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

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

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

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

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

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

Yes, I certify (Yes)

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## 2 CFR PART 200 Contract Provisions Explanation

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

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

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

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



**5**  
**1** **2 CFR PART 200 Contracts**

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

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

Does vendor agree?

**5**  
**2** **2 CFR PART 200 Termination**

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

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

Does vendor agree?

**5**  
**3** **2 CFR PART 200 Clean Air Act**

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

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

Does vendor agree?

**5 4 2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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

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

Does vendor agree?

**5 5 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?

**5 6 2 CFR PART 200 Procurement of Recovered Materials**

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

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

5  
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## 2 CFR PART 200 Rights to Inventions

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

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

Does vendor agree?

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## 2 CFR PART 200 Domestic Preferences for Procurements

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

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

Does vendor agree?

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## 2 CFR PART 200 Ban on Foreign Telecommunications

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

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

Does vendor agree?

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

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

Does Vendor Agree?

Yes

**6** **FEMA Fund Certifications**

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

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

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

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

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

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

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

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

Does Vendor agree?

Yes

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**Certification Regarding Lobbying**

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

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

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

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

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

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

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**If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

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**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

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

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

**6 6 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 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?

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

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

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

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

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

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

**6 7 Indemnification**

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

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)

**6  
8 Remedies**

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

Do you agree to these terms?

**6  
9 Remedies Explanation of No Answer**

**7  
0 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

**7  
1 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**7  
2** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

**7  
3** **Infringement(s) Explanation of No Answer**

*No response*

**7  
4** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7  
5** **Payment Terms and Funding Out Clause**

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

Yes, I Agree (Yes)



**7 Insurance and Fingerprint Requirements Information**

**6 Insurance**

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

**Fingerprint**

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

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

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

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

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

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

## Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

**OR**

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

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

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

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

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

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

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

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

**7** **Texas Government Code 2270 & 2271 Verification Form**

**9** Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

YES

**8** **Logos and other company marks**

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

Potential uses of company logo:

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

<b>8</b> <b>1</b>	<b>Solicitation Deviation/Compliance</b> Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? <input type="text" value="Yes"/>
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<b>8</b> <b>2</b>	<b>Solicitation Exceptions/Deviations Explanation</b> If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. <input type="text" value="No response"/>
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<b>8</b> <b>3</b>	<b>Agreement Deviation/Compliance</b> Does the vendor agree with the language in the Vendor Agreement? <input type="text" value="Yes"/>
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<b>8</b> <b>4</b>	<b>Agreement Exceptions/Deviations Explanation</b> If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement. <input type="text" value="No response"/>
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<b>8</b> <b>5</b>	<b>Felony Conviction Notice</b> Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.  Select A., B. or C.  A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.  OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR  C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute. <input type="text" value="B. Firm not owned nor operated by felon; per above"/>
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**86** **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).

**87** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

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

**88** **Member Access to Vendor Proposal**

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

**89** **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

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

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**9 1 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

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

**9 2 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?

**9 3 Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal 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](mailto: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.

**9 4 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.

**9 5 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

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

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**9  
6 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES  
(Texas law as of September 1, 2021)**

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

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**9  
7 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 to the following required by Texas law as of September 1, 2021:**

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**9  
8 Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

## **AMENDED**

### **OPTIONAL INFORMATION REQUESTED**

**It has come to my attention that the correct name for the below process is Energy Efficiency as a Service (EEaaS)**

**I have modified the below document to use this commonly accepted term.**

**Additional Information Requested Regarding Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS)**

Vendors ***are not*** required to respond to the additional request for information related to Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) and qualifications to provide same.

Failure to respond to this additional information request for Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) will have **NO BEARING** on the evaluation of your qualifications to provide offer Energy Savings Performance Contracting (ESPC).

If it is later determined that governmental procurement of Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS) is permitted, TIPS will timely issue a legally sufficient solicitation to address that need. All information gathered here will be used to aid TIPS in the solicitation process for contracts with companies that provide ESaaS.

Texas statutes do not specifically address **Energy Efficiency ~~Savings~~ as a Service (ESaaS) (EEaaS)** however TIPS recognizes that it is an option offered by many vendors that also offer Energy Savings Performance Contracting (ESPC).

Please provide in a separate sheet(s) or document if your company offers ~~ESaaS~~ EEaaS and how that service is offered to governmental entities. Please provide your detailed information related to your company's qualifications and your process as it relates to ~~ESaaS~~ EEaaS and governmental customers. Please list existing governmental customers currently contracted with you for ~~ESaaS~~ EEaaS. Please provide details on how this model is structured, how it differs from ESPC and how a governmental entity would benefit from ~~ESaaS~~ EEaaS as it compares with ESPC.

You may utilize the Confidentiality Form included in the RFQ to declare this information confidential if you choose to. Final determination of confidentiality of any information provided to TIPS as a department of the Texas governmental entity Texas Education Service Center Region 8 is at the discretion of the Texas Attorney General and subject to Texas Government Code §552. See <https://comptroller.texas.gov/about/policies/open-records/public-information-act.php>



**References**

**TIPS RFQ 220104 Energy Savings Performance Contracts**

**Excel Energy Group, Inc.**

**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, 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	<b>VALID TYPED EMAIL IS REQUIRED</b>	Phone
Cleveland County Schools	Mr. Craig Dupuy	craig.dupuy@ccs1.org	870-325-6344
Galveston ISD	Mr. Paul Byers	paulbyers@gisd.org	409-766-5121
Benton School District	Mr. Mike Skelton	mskelton@bentonschools.org	501-778-4861
Lake Hamilton School District	Mr. Jeff Britt	jeff.britt@lhwolves.net	501-767-2306
Lincoln Consolidated School District	Mrs. Mary Ann Spears	mspears@lincoln.k12.ar.us	479-824-7305
Lavaca School District	Mr. Steve Rose	steve.rose@lavacaschools.com	479-674-5611

**Required Confidential Information Status Form**

Excel Energy Group, Inc.

Name of company

W. David Dale

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

3003 East 17th Street

Russellville

AR

72802

479-280-1928

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 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 to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, 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, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

**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 16 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 W. David Dale Date 2/18/2022

**OR**

**OPTION 2:**

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_



## Surety Letter of Reference

January 21, 2022

To Whom It May Concern

Re: Excel Energy Group, Inc.

Dear Sir/Madam

The Hudson Insurance Company provides contract bonds on the behalf of Excel Energy Group. We have found Excel Energy Group to be an outstanding firm, with a good reputation in the contracting industry. We highly recommend Excel Energy Group and would consider any project submitted by them for bond purposes. They are a well experienced company with a strong financial position and excellent reputation. We would entertain bonds on their behalf in the range of 6 to 8 million single job and 20,000,000 aggregate programs. We, will though, underwrite each job on its own merits. A decision on any particular bond would, of course, be a matter between the contractor and ourselves and would depend upon favorable review of all of the underwriting factors pertinent to the project in question. Our bond forms and those written for Excel Energy are 100% performance and payment bonds.

Sincerely,

A handwritten signature in blue ink that reads "Miki J. Rogers".

Miki J. Rogers,

Cc: Excel Energy Group

*State of Arkansas*  
**Commercial Contractors Licensing Board**

EXCEL ENERGY GROUP, INC.  
PO BOX 1281  
RUSSELLVILLE, AR 72811

EXCEL ENERGY GROUP, INC.

**This is to Certify That** \_\_\_\_\_

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

**ELECTRICAL  
SPECIALTY**

Energy Management, Retrofit Systems  
Heating, Ventilation, Air Conditioning, Refrigeration

**This contractor has an unlimited suggested bid limit.**

**from** April 23, 2021 **until** April 30, 2022 **when this Certificate expires.**

*Witness our hands of the Board, dated at North Little Rock, Arkansas:*



*Mark H. A.*

CHAIRMAN

*Ray [Signature]*

SECRETARY

April 23, 2021 - dsa

STATE OF TENNESSEE  
DEPARTMENT OF  
COMMERCE AND INSURANCE

EXCEL ENERGY GROUP, INC.

373307  
ID NUMBER: 61699  
LIC STATUS: ACTIVE  
EXPIRATION DATE: November 30, 2022

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR

THIS IS TO CERTIFY THAT ALL REQUIREMENTS  
OF THE STATE OF TENNESSEE HAVE BEEN MET

ATTN:GREGORY CAROOM  
EXCEL ENERGY GROUP, INC.  
3003 East 17th Street  
RUSSELLVILLE, AR 72802

# State of Tennessee

373307  
12400449

BOARD FOR LICENSING CONTRACTORS  
CONTRACTOR  
EXCEL ENERGY GROUP, INC.

*This is to certify that all requirements of the State of Tennessee have been met.*

ID NUMBER: 61699  
LIC STATUS: ACTIVE  
EXPIRATION DATE: November 30, 2022  
UNLIMITED; CE



IN-1313  
DEPARTMENT OF  
COMMERCE AND INSURANCE

State of  Louisiana

State Licensing Board for Contractors

This is to Certify that: EXCEL ENERGY GROUP, INC.  
P.O. Box 1281  
Russellville, AR 72811

is duly licensed and entitled to practice the following classifications

ELECTRICAL WORK (STATEWIDE)



Witness our hand and seal of the Board dated,  
Baton Rouge, LA 30th day of October 2020

Director

Chairman

Treasurer

Expiration Date: October 29, 2023

License No: 54433

This License Is Not Transferrable

TEXAS DEPARTMENT OF LICENSING AND REGULATION  
P.O. Box 12157  
Austin, Texas 78711-2157  
1-800-803-9202 (512) 463-6599  
<http://www.tdlr.texas.gov>



If you cut around the border of the registration certificate  
it will fit in a standard 5" x 7" frame.

The certificate at the bottom of this  
page should be prominently  
displayed at your primary business  
location.

**Master: MATTHEW D ALEXANDER, License# 202575**

EXCEL ENERGY GROUP INC  
PO BOX 1281  
RUSSELLVILLE AR 72811-1281

*Rick Figueroa*  
Chair

*Thomas F. Butler*  
Vice Chair



*Gerald R. Callas, M.D., F.A.S.A.*  
*Helen Callier*  
*Joel Garza*  
*Gary F. Wesson, D.D.S., M.S.*  
*Nora Castañeda*

*Electrical Contractor*

**EXCEL ENERGY GROUP INC**

License Number: 29528

The business named above is licensed by the Texas Department of Licensing and Regulation

License Expires: FEBRUARY 15 2023

A handwritten signature in black ink that reads "Brian E. Francis".

Brian E. Francis  
Executive Director

# Product Warranties

Excel uses only top quality name brand fixtures and electrical components in our energy-efficient lighting projects. The system is designed to give you many years of greatly reduced lighting maintenance expense and is backed by product warranties that are the best available in the industry. The products are warranted as follows:

- Linear LED tubes have a limited warranty by Green Energy Products, Inc. (authorized reseller) for a period of five years.
- New interior fixtures have a limited warranty by Green Energy Products, Inc. (authorized reseller) for a period of five years.
- Exit Sign fixtures have a limited warranty by Green Energy Products, Inc. (authorized reseller) for a period of five years.
- New exterior LED fixtures have a limited warranty by Green Energy Products, Inc. (authorized reseller) for a period of five years.
- LED "screw-in" or "plug-n-play" bulbs have a limited warranty by Green Energy Products, Inc. (authorized reseller) for three years.

In the event of any outage that may occur with any warranted product, Excel will coordinate via Green Energy Products the necessary replacement material. Our program provides the District with a one-quarter percent par stock of lamps and drivers installed. This par stock will be replenished throughout the warranty periods in accordance to Green Energy Products' limited warranty. The District must retain any failed lamps or drivers for collection by Excel.

Upon project completion, the District will sign off on a project completion checklist and approve the installation as satisfactory. After this approval, the District is responsible for any labor necessary for replacing warranted products.



[www.excelenergygroup.com](http://www.excelenergygroup.com)

The parties agree that all information provided by Excel Energy Group, Inc. to the District is proprietary and confidential and shall not be used or disseminated by the District to any individuals or entities without the express written consent of Excel Energy Group, Inc.





## COMPANY PROFILE

*In 1992, founder and CEO Scotty Caroom set out to change the way schools used energy in the mid-south. From the beginning, it was “my ambition to achieve two goals in our business—to furnish kids a better learning environment with enhanced lighting and to save schools money,” states Scotty. So, for the last nineteen years, Excel Energy Group has met and exceeded those two goals on over 2,000 facilities throughout the United States. However, the company has evolved over the years to service higher education, government, healthcare, commercial, industrial, and retail projects as well.*



*Our mission and vision has evolved through our continued growth as well. While we remain dedicated to those two goals, we have expanded our scope. We are committed to saving any organization (not just schools) money through customized energy efficient solutions while simultaneously reducing their carbon footprint. Furthermore, by using cutting-edge lighting technologies, we can improve working and learning environments by supplying cleaner, whiter, more natural looking light that requires less energy (and therefore less money) to obtain. We are so confident in our ability to save you money that we contractually guarantee your savings—if your decreased energy bills do not pay for the entire cost of the project, we will repay the difference. (Guarantees and warranties may not apply to all projects.)*

*Our company is committed to excellence in energy efficiency. It is our sole desire to help organizations save more money, use less energy, emit less pollution, and help provide optimal learning and working environments for all of our clients. That is why our customers remain our most credible marketing resource—their positive experiences with Excel Energy Group’s dedication to excellence help our products sell themselves. We sincerely hope that your organization will choose to enjoy our customized, turnkey approach to your energy efficiency needs.*

*While CEO & Founder Scotty Caroom founded Excel Energy Group to service school systems within the mid-south, the scope of our operation has since expanded to include many varied applications throughout the majority of the United States. We have performed projects ranging from post-secondary educational institutions to city, county, State, and federal government buildings, from healthcare to commercial, industrial, and retail applications as well. All organizations can benefit from our proven track record of substantially reducing utility bills for all who employ our services. At Excel, we feel one of our best marketing tools are our past customers. As such, we have put together a collection of case studies to better elucidate the type of work we have performed in the past.*

## MISSION & VISION

Scotty Caroom founded Excel Energy Group on two core principles—improving learning environments and saving schools money. However, the company has grown to embrace the “triple bottom line” philosophy in regards to all of our customers, whether they are schools, office complexes, government buildings, or industrial applications. The triple bottom line encapsulates our core principles—people, profit, and planet. An unrelenting commitment to excellence in these areas provides a solid foundation for current and future growth.

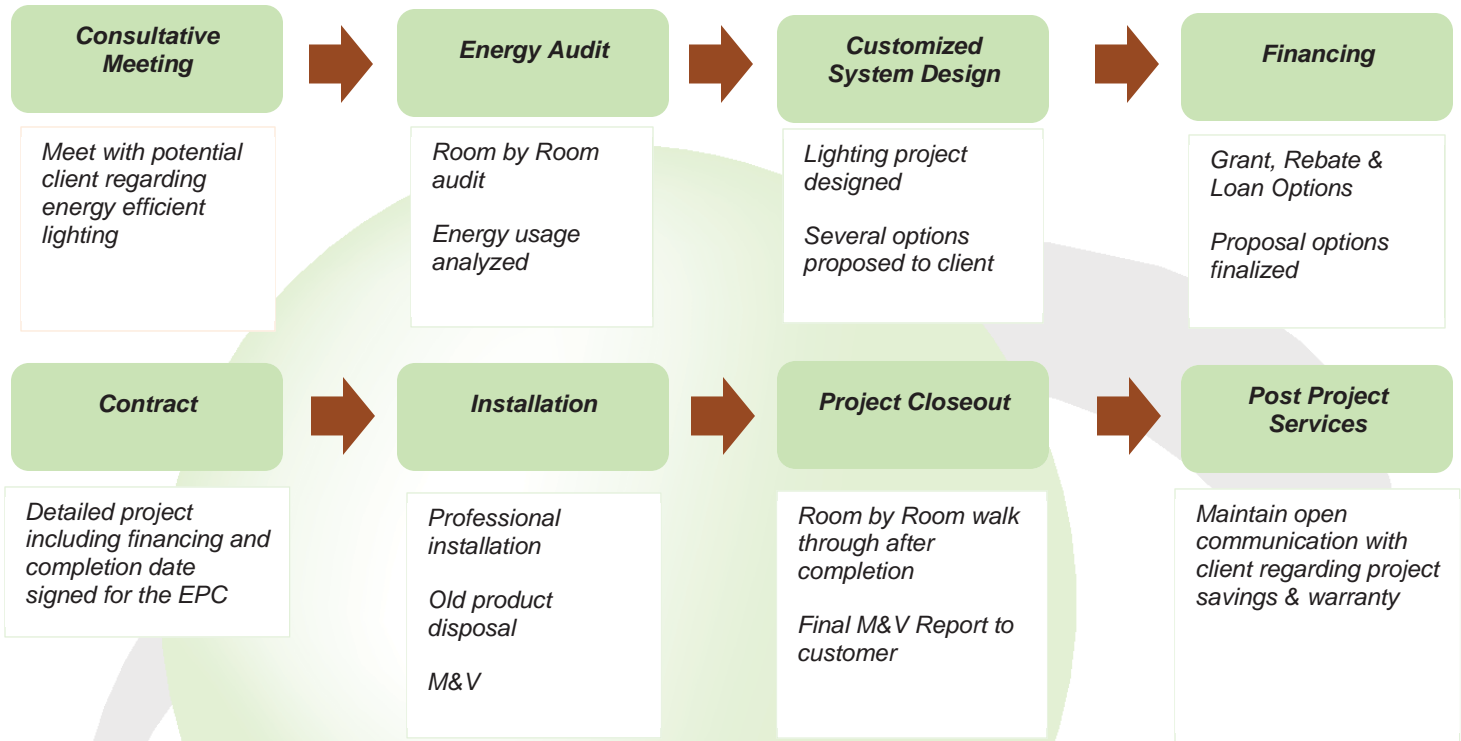
**People**—The people element of our founding principles is two-fold—the first is our dedication to improving the working and learning environments of every client we service. By providing more light, employees and students can work more effectively. Furthermore, the newer technologies we employ emit a brighter, whiter, more natural looking light that does not strain the eyes and contribute to fatigue. The second portion of our commitment to people is the manner in which we approach our customer interactions. At Excel Energy Group, our entire business model revolves solely around our customers. We are dedicated to providing a turnkey partnership experience in which we meet or exceed your every expectation.

**Profit**—Our commitment to the profit portion of your bottom line provides the second pillar of our core foundations—quite simply, saving you money is one of the primary driving forces behind Excel Energy Group. The cutting-edge technologies that we utilize provide better and brighter light while requiring fewer lamps. Furthermore, the lamps use less wattage than the ones we replace. The ballasts we use often reduce the wattage required even further. The new or replaced fixtures have a longer burn life and require less maintenance, further reducing your utility expenditures. Lastly, we offer 100% financing in which you have no initial capital investment and pay off the loan using nothing other than the savings generated by the new fixtures. Not only do you not have to allocate budgeted funds for these improvements, but we also guarantee the savings will cover the costs of the project. Please reference the [Financing](#) portion of the website for more detailed information in this regard.

By developing customized energy efficient solutions for each individual customer, we can pinpoint every area from which you can achieve savings.

**Planet**—The third and final core principle guiding the long-term growth of Excel Energy Group comes from our commitment to the planet. Every watt of electricity used contributes to an organization’s carbon footprint. The technologies that we employ drastically reduce your electricity usage, thereby significantly mitigating the amount of carbon dioxide, sulfur dioxide, and nitrous oxides released into the atmosphere on your account. Furthermore, the Environmental Protection Agency has classified many of the existing ballasts used in outdated fluorescent fixtures as unsafe due to the levels of mercury present. We dispose of all outdated fixtures in accordance with EPA guidelines at no additional charge to the customer. Through our dedication to reducing our client’s carbon footprints, Excel Energy Group stays true to our third core principle—the planet.

# Project Planning and Management



## SERVICES

Excel Energy Group can offer multiple services to help you save money. The process of retrofitting your facilities can involve anywhere between five and eight steps. Beginning with a consultative meeting and ending with the disposal of your old fixtures, Excel provides a truly turnkey partnership experience. Our goal throughout this process is to ensure that we meet and exceed all of your expectations. The typical process follows these steps:

## CONSULTATIVE MEETING

The first step toward saving you money begins with a consultative meeting. What many administrators and business owners do not realize is that more often than not, lighting costs constitute over 25% of an organization's total utility bill. There are many different options when tackling inefficient or outdated lighting systems and this initial meeting is designed to get a general idea of your project's scope and begin to collectively strategize how best to address it. We want to get a feel for your organization, the manner in which you use energy, and begin to formulate a plan to improve those processes. Furthermore, we will begin the customer education process in order to give you most information possible with which to make your decision. We will discuss different types of solutions and differing ways to reach the best end

results possible. Lastly, we answer any initial questions you may have in order to maximize your comfort level with both Excel Energy Group and our recommended solutions.

## **ENERGY AUDIT**

Following the consultative meeting, a prospective customer has the ability to request a FREE energy audit of their facilities. Unlike other companies in the industry, we do not charge prospective clients an audit or survey fee. We feel like the first step to a successful retrofit begins with knowledge of the problems within your existing system. By performing the audit free of charge, we can expedite the process in your favor. Furthermore, it allows Excel to keep the customer at the heart of our business model. We feel this is one of the many ways we make this process fully turnkey.

During the audit, one of our professional surveyors and/or system designers will perform a room-by-room walkthrough of your facility. He or she will record every fixture type and number of fixtures in each room or area such that our energy analysis will be as accurate and informative as possible. Once our surveyor collects this information, it goes to our back office for analysis. Using known energy values stamped on existing fixtures, we calculate the total wattage burned by your existing system. This, combined with our proposed system design (discussed in the next section) provides a detailed picture of the precise energy and cost savings you can expect from our retrofit.

Excel has the capability to implement data loggers for collect information on occupancy hours. The data loggers will be installed in each room type and must be allowed to record data for one month to insure accurate information.

During the initial audit, each lighting surveyor will have a light meter with them and take foot candle readings in a sample of the rooms audited. The lighting design will be modified based on the findings for each room to insure proper light levels are being reached.

## **CUSTOMIZED SYSTEM DESIGN**

We do not take a cookie cutter approach to your system design—we assess your specific needs and make recommendations that combat your individual problems. Often, we will make multiple recommendations based on the client's desires. Frequently, a simple lamp and ballast retrofit may be the lowest cost option, but can sometimes leave outdated or dilapidated fixtures remaining. Conversely, a full fixture replacement might cost more, but can improve the aesthetics, increase the light levels more fully, and provide optimal energy savings. Depending on what the customer values most, we can individually tailor a solution for their unique situation.

Once the surveyor completes the audit, he or she will begin the proposed system design. Through our extensive history, we have pinpointed the technologies and products that best balance value and energy efficiency to provide the shortest possible payback period. We evaluate lighting levels, aesthetics, cost, and energy efficiency to design the best possible

system for your specific facility. Finally, we calculate the total wattage that the proposed system will burn to give you a full and accurate picture of the benefits a retrofit can provide to your facility. We organize the information into an easy to understand format and walk the customer through each room, building, and complex of your facility to make sure you have every piece of information needed to reach a decision.

## **PRODUCT AWARENESS**

Excel Energy Group is constantly researching the lighting technology to stay current with the most efficient and effective products available. Excel attends conferences and trade shows like Light Fair International to stay on top of the market. Maintaining relationships with multiple lighting product manufactures gives Excel the access to the moving market while being able to stay competitive with products. Excel uses only the top of the line product that is both UL and DLC listed. All product has been tested thoroughly in the field by out experienced installation staff.

## **GRANT LOCATION AND APPLICATION**

The next step in the retrofit process begins with locating each applicable grant, incentive, or low interest financing program available to your organization to help offset the cost of your project. We personally search for every possible grant or incentive dollar for each of our prospective customers so that the payback period is even shorter and the benefits realized even faster than without these funding options. We walk you through the grant application process step-by-step and coordinate with local, state, and federal agencies to increase your chances of receiving grants and/or incentives. After we determine all similar funding options have been exhausted, we progress to financing options.

Excel has worked closely with customer's power companies to secure additional incentive funding for the lighting project. Office staff handle the incentive process for the customer to obtain additional funding with minimum disturbance to the customer. Some of the companies that Excel has work with include Oncor, Entergy, SWEPCO and TVA.

## **FINANCING/CONTRACT GUARANTEE**

Excel partners with several different lenders all over the country on a regular basis and will guarantee an option to finance with no higher than 3.75% interest. Excel has the vendors it regularly uses, but the Customer has the option to use which ever financier they have preference for.

Financing is one of the most important services Excel Energy Group offers its customers. We fully understand that most organizations do not possess the excess capital to undergo a major facility retrofit or upgrade within their yearly operating budget. We also understand that traditional loan methods can put undue strain on an organization's future budget scenario. As such, Excel provides Energy Savings Performance Contracts (ESPC) to any customer that so chooses. This financing option allows an organization to undergo a lighting retrofit by paying all

*related costs (surveying, system design, products, installation, etc...) through energy savings alone. Furthermore, Excel financially guarantees that the energy reduction will pay for itself in decreased utility bills over the pre-agreed contract term or we will refund the difference.*

*This form of financing takes all risk out of the equation for our customers. You already have a certain portion of your budget devoted to your electric service provider. By cutting that bill by often 25% or more, we allow you to use pre-allocated funds to pay for the retrofit. You have to neither raise capital nor take on an encumbering loan—our financing pays for itself guaranteed. The specifics of an ESPC are best seen through a graphical example. Please see below:*

*Excel performs the entire retrofit from consultative meeting through warranty and savings verification without you having to put any money down. Your first payment is not due until you have gained six months of savings. Furthermore, your payment is most often that amount (and generally, a little less). So instead of paying 100% of your current utility bill to your electric service provider, you pay a percentage of your utility budget to your energy provider, a percentage to the ESPC project cost, and keep a portion in your budget. The important thing to keep in mind is that you would be paying the full amount to the energy company if you chose not to upgrade your facility. This way, at the end of the ESPC, you have retained a portion of your utility budget throughout the course of the contract. More importantly, your resulting lighting bill can be 50% less. And, if your savings do not reach the savings we calculated, we will refund the difference.*

## **INSTALLATION**

*Our installation staff is comprised of professional, seasoned, highly trained lighting technicians. In the construction phase of a project, especially in a school environment, we are keenly aware of the customer's need to use the building during the construction period. For this reason, Excel does most of our installations at night, on weekends, or at unoccupied times suitable to the customer.*

*Typically, the customer's only requirement during installation is to coordinate access to the facility. We coordinate with the maintenance staff and usually start work when it is convenient to the customer. Our installation crews normally work 8-hour shifts and always clean up after themselves each day. This includes removing all ladders, tools, fixtures, ballasts, lamps, and trash. We vacuum each room as we complete it and leave it ready for the next day's activities or classes.*

*We furnish an appropriately sized crew (20-30 technicians) to finish an installation quickly and efficiently. We currently staff multiple installation crews and are able to meet **ANY** requested start and completion dates. We typically have capabilities of on-site construction beginning within three weeks of contract approval.*

*Each day of project installation begins with a mandatory meeting for all installation crew members. During these meetings, the project supervisor reviews the current day's schedule and reviews OSHA safety regulations. While the installation is in progress, the supervisor continues to monitor and review all work performed to ensure the quality of work.*

*At the completion of the installation, the project supervisor meets with the customer to perform a final walkthrough. This gives the customer the opportunity to view the work and approve that everything was completed to their satisfaction. Excel does not send the final invoice before the project is reviewed and approved by the customer.*

## **MEASUREMENT AND VERIFICATION**

*Using the detailed audit performed by our experienced staff of certified auditors, Excel Energy Group can calculate a baseline energy usage and an expected energy reduction. The existing and proposed watt load is found from the product of the fixture quantities and their respective wattages. The hours of operation used for energy usage come from the deemed hours given by the energy provider's rebate program. If the customer requests a specific measurement of their facilities' hours, occupancy loggers can be installed to monitor the hours of occupancy. To obtain adequate data the loggers must be in place for a minimum of one month. Using the watt load and chosen hours, a baseline and proposed energy consumption can be calculated to give the expected energy savings.*

*Before project installation, the project manager obtains the appropriate amount of amperage and voltage readings of each major fixture type to verify the actual existing wattages. During these inspections, the manager will also perform light level readings to verify the existing foot candles. A similar inspection is performed after the project is complete. To insure continuity of the readings, the same fixtures that were inspected in the existing system are used for the post-readings.*

*During project installation, any corrections or changes to the scope of work are noted in a room by room basis. This data, paired with the actual wattage readings, gives the baseline and post-installed energy usage.*

## **DISPOSAL**

*Once the installation has been completed, Excel disposes of all removed fixtures, bulbs, ballasts, and wiring in accordance with EPA standards. Many older fixtures contain Polychlorinated biphenyls (PCBs), which the EPA has deemed an environmental contaminant. As such, Excel sends every removed bulb or ballast containing PCBs to Waste Management's Lamp/Ballast Tracker division at which point in time they dispose of the hazardous materials with EPA certification. At Excel, our commitment to the environment extends beyond simply reducing organization's carbon footprints—we ensure that all potentially hazardous materials are dealt with in accordance with EPA guidelines. We do so at no cost to the customer to ensure a complete turnkey partnership experience.*

## **Key Personnel**

### **Scotty Caroom, President, founder (26 years of experience)**

Graduate of Centenary College of LA, and University of Arkansas Law School. Scotty has been designing, performing, installing, financing and guaranteeing energy efficient lighting upgrades for 20 years. Scotty has performed all aspects of an energy efficient lighting retrofit from survey, design, sales, installation, financing, guaranteeing performance, disposal, and warranty work. Scotty is responsible for business development, legal and company management, and assists in all strategic aspects of company operations.

### **David Dale, Chief Operating Officer (18 years of experience)**

Graduate of Arkansas Tech University (Bachelor of Science in Accounting), and Webster University (Masters in Business Administration). David's primary role is overseeing all aspects of the business and his responsibilities include supporting Excel's sales staff, project presentations, staff training, managing office support staff, engineering, designing, contract review, material procurement, energy calculations, and measurement reporting.

### **April Nason, Office Management/Reporting**

Graduate of Arkansas Tech University (Bachelor of Science in Accounting), April has over ten (12) years of experience calculating energy savings for energy efficient lighting systems. She also has over 15 years of experience in Accounting and Management. April oversees all of Excel's internal and external reporting.

### **Colton Churchill, C.E.A, Vice President of Design and Development (7 years of experience)**

Graduated from the University of Arkansas at Fayetteville, AR with a Bachelor of Science in International Business and Finance with minors in Economics and Spanish. Colton was promoted to Vice President of Design and Development in 2015 after gaining experience with energy audits, working in the office with the accounting department to gain a better understanding of energy efficiency accounting and now helps with a project from the initial contact through the project closeout.

### **Kevin Lee, Director of on-site Construction**

Kevin has been active in the installation of energy efficient lighting upgrades for over 18 years. Kevin has been promoted based on quality of work and management skills, to the position of Installation Supervisor while working within Excel's Technician program over 15 years.

Excel Energy Group staffs an experienced team of auditors that can collectively handle large projects with a quick turnaround. Each team member has been trained in auditing software and lighting design so that audits are performed with minimal delays. Excel's audit team includes the following staff members:

#### **Colton Churchill**

Lighting Experience: 10 Years

#### **Jay Baggett**

Lighting Experience: 6 Years

#### **Kevin Lee**

Lighting Experience: 21 Years

#### **Paul Lovelady**

Lighting Experience: 5 Year



# EL Paso ISD LED Lighting Upgrade



## 100% Funded = 100% Satisfied

El Paso Independent School District Case Study

### Scope of Project

Excel Energy Group is focused on maximizing savings while optimizing district light levels in the most financially efficient manner. **At El Paso ISD, that meant a replacement or retrofit of over 70,000 interior and exterior fixtures to 100% LED lighting throughout the district's 57 facilities including classes, gymnasium, and exteriors.** Installation of NEW LED panels and a complete redesign of their lighting provided significant cosmetic improvements to the appearance of the school, as well as a significant annual savings. Occupancy Sensors were included throughout the facilities to manage and reduce hours of operation during unoccupied times. The end result ensured El Paso Independent School District met all IES Standards in their facilities, and provided complete disposal, recycling and permitting of their replaced equipment.

El Paso Independent School District was

# 100% FUNDED

from **guaranteed** energy savings for this project, and we'd like to help you do the same!



**This upgrade is expected to generate \$30.3 million in cumulative energy savings over 20 years.**

### LED Lighting Upgrade Summary

Initial Cost	\$13,766,438
Potential Incentives	(\$468,954)
<b>Net Cost</b>	<b>\$13,297,484</b>

Total Annual Energy Savings.....	<b>\$1,245,965</b>
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Annual Material Savings .....	<b>\$139,433</b>
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Annual HVAC Savings.....	<b>\$130,936</b>
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### TOTAL ANNUAL SAVINGS

# \$1,516,334



This NEW LED upgrade resulted in an Annual kWh Reduction of **14,529,630 kWh**





# EXCEL

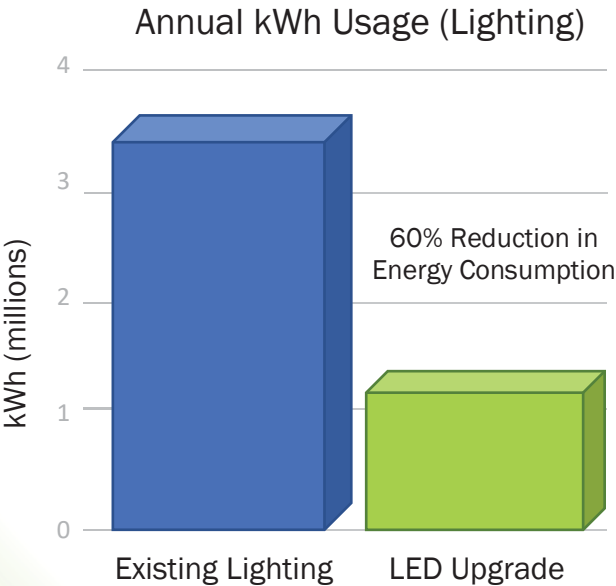
# ENERGY GROUP

## FLIPPING THE SWITCH TO LED

### Eanes ISD Case Study

#### PROJECT OVERVIEW

Similar to many districts across the country, Eanes ISD (located 8 miles northwest of Downtown Austin, TX) is tasked with improving older facilities, managing increased utility costs, and planning for financial uncertainty. In order to address these areas, Eanes ISD is partnering with Excel Energy Group, a turnkey, specialized lighting company, to ensure students have a “bright” future by investing a little over \$2.3 million into a new LED lighting system. The upgrade is expected to generate **\$265,779 in annual savings** and **\$6 million in cumulative savings** over the lifespan of the LED system.



#### SCOPE OF WORK

Excel is focused on maximizing energy savings while optimizing district light levels in the most financially efficient manner. At Eanes, roughly **14,566 interior and exterior light fixtures will be upgraded to new LED technology along with 699 occupancy sensors**. Fixture housings in great shape are generally retrofitted with LED lighting while old, unsightly fixtures are replaced. All gyms, emergency lighting, and exterior fixtures are upgraded to new LED fixtures for cosmetic and safety purposes. Occupancy sensors are installed to reduce hours of operation during unoccupied times.

**Environmental Impact** 3,584,161 lbs. of harmful CO<sub>2</sub> greenhouse gas emissions reduced annually is equivalent to:



Preserving 1,992 acres of forest from deforestation



Removing 354 cars off the road



196 homes total energy usage



# EXCEL

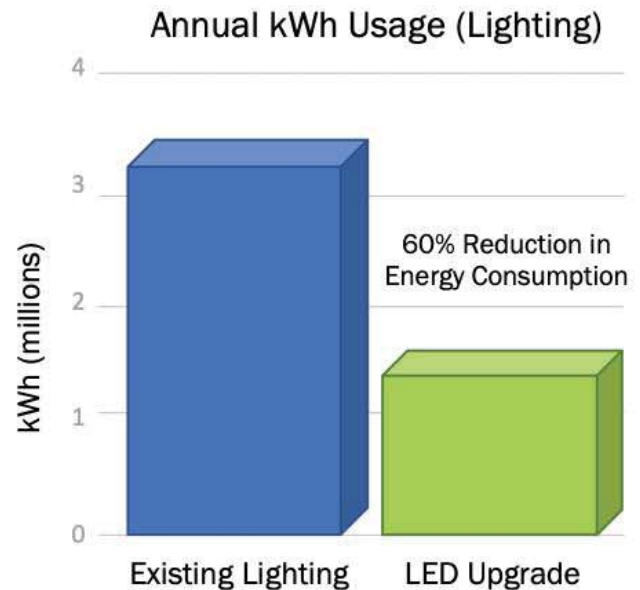
# ENERGY GROUP

## FLIPPING THE SWITCH TO LED

### Canutillo ISD Case Study

#### PROJECT OVERVIEW

Similar to many districts across the country, Canutillo ISD (located 15 miles northwest of El Paso, TX) is tasked with improving older facilities, managing increased utility costs, and planning for financial uncertainty. In order to address these areas, Canutillo ISD is partnering with Excel Energy Group, a turnkey, specialized lighting company, to ensure students have a "bright" future by investing a little over \$1.4 million into a new LED lighting system. Canutillo will pay zero out of pocket costs for this project, as the savings in energy and maintenance are contractually guaranteed by Excel to cover the cost of the project. The upgrade is expected to generate **\$211,432 in annual savings** and **\$5.2 million in cumulative savings** over the lifespan of the LED system.



Canutillo Senior High School

#### SCOPE OF WORK

Excel is focused on maximizing energy savings while optimizing district light levels in the most financially efficient manner. At Canutillo, roughly **14,100 interior and exterior light fixtures will be upgraded to new LED technology**. Fixture housings in great shape are generally retrofitted with LED lighting while old, unsightly fixtures are replaced. All gyms, emergency lighting, and exterior fixtures are upgraded to new LED fixtures for cosmetic and safety purposes. Occupancy sensors are installed to reduce hours of operation during unoccupied times.

**Environmental Impact** 2,961,637 lbs. of harmful CO<sub>2</sub> greenhouse gas emissions reduced annually is equivalent to:



Preserving 1,754 acres of forest from deforestation



Removing 290 cars off the road



155 homes total energy usage



# GALVESTON ISD GOES LED

Galveston Independent School District partnered with Excel Energy Group, Inc., an energy savings performance contracting firm, to ensure students have a “bright” future by investing a little over \$1,600,000 in their lighting system. Galveston ISD will pay zero out of pocket costs for this project, as the savings in energy and maintenance are contractually guaranteed by Excel to cover the cost of the project.



## PROJECT DETAILS:

TOTAL FACILITIES:	19
TOTAL LIGHT FIXTURES:	16,900
TOTAL SENSORS:	1,023
TOTAL COST:	\$1,609,985
TOTAL INCENTIVE:	\$121,040
ANNUAL SAVINGS:	\$276,909
PAYBACK:	5.8 YEARS

## WHY LED WITH EXCEL ENERGY?

- Over 1,700 districts upgraded throughout the United States
- Budget neutral project
- Contractual energy savings guarantee
- Fully turnkey installation
- Professional 3<sup>rd</sup> party engineer inspection to verify savings
- New LED lighting system rated to last 20-25 years
- TIPS & Buy Board Vendor



**60% REDUCTION IN ENERGY CONSUMPTION FROM LIGHTING DISTRICT WIDE.**

**15% TOTAL REDUCTION IN OVERALL UTILITY COSTS.**

# Project References



	City	State	Contact	Phone	Units Installed
<b>Current &amp; Upcoming LED Projects</b>					
El Paso ISD	El Paso	TX	Mr. Alan Wiernicki	915-230-2426	64,900
Washington County Schools	Jonesborough	TN	Mr. Jerry S. Boyd	423-753-1100	16,400
Eanes ISD	Austin	TX	Mr. Jeremy Trimble	512-732-9000	6,100

## Completed LED Projects

Kansas City Public Schools	Kansas City	KS	Mr. Dennis Covington	913-627-2455	43,800
Clarksville-Montgomery County Schools	Clarksville	TN	Mr. Gene Fish	931-358-4219	33,900
Putnam County School System	Cookeville	TN	Mr. Jerry Boyd	931-526-9777	23,700
Arkansas Tech University	Russellville	AR	Mr. Brian Lasey	479-968-0261	22,600
Galveston ISD	Galveston	TX	Dr. Kelli Moulton	409-766-5121	16,900
University of Arkansas Pine Bluff	Pine Bluff	AR	Mr. Robert Wall	870-575-8831	16,500
Hawkins County School District	Rogersville	TN	Mr. Matt Hixson	423-272-7629	15,700
Canutillo ISD	Canutillo	TX	Dr. Pedro Galaviz	915-877-7400	14,100
Russellville School District	Russellville	AR	Mr. Chris Campbell	479-968-1306	13,700
Pine Tree ISD	Longview	TX	Mr. Tony Hollins	903-295-5109	13,200
Maryville City Schools	Maryville	TN	Dr. Mike Winstead	865-982-7121	12,000
Franklin Special School District	Franklin	TN	Dr. David Snowden	615-794-6624	11,800
Little Rock School District	Little Rock	AR	Mr. Sterling Miller	314-854-9103	11,800
Jonesboro Public Schools	Jonesboro	AR	Dr. Kim Wilbanks	870-933-5800	11,200
Hickman County School District	Centerville	TN	Mrs. Michelle Gilbert	931-729-3391	10,400
Benton School District	Benton	AR	Mr. Mike Skelton	501-778-4861	9,700
Giles County School District	Pulaski	TN	Mr. Phillip Wright	931-363-4558	9,000
Lake Hamilton School District	Pearcy	AR	Mr. Steve Anderson	501-767-2306	8,700
Kansas City Public Schools	Kansas City	MO	Lloyd Jackson	870-403-2661	8,500
Hot Springs School District	Hot Springs	AR	Mr. Mike Hernandez	501-624-3372	8,300
Marion School District	Marion	AR	Mr. Don Johnston	870-739-5100	7,900
Whitehall School District	Whitehall	AR	Dr. Larry Smith	870-247-2196	7,750
Dyersburg City Schools	Dyersburg	TN	Mr. Neel Durbin	731-286-3600	7,600
Wayne County School District	Waynesboro	TN	Mr. Marlon Davis	931-722-3548	7,500
Moffat County School District	Craig	CO	Mr. Dave Ulrich	970-824-3268	7,400
Camden Fairview School District	Camden	AR	Mr. Johnny Embry	870-836-4193	7,000
Gibson County Special School District	Trenton	TN	Mr. Eddie Pruett	731-692-3803	6,800
Monett R-I School District	Monett	MO	Dr. Brad Hanson	417-235-7422	5,900
El Dorado School District	El Dorado	AR	Mr. Jim Tucker	870-864-5001	5,750
Wynne Public Schools	Wynne	AR	Mr. Carl Easley	870-238-5020	5,400
Town of Smyrna	Smyrna	TN	Mr. Harry Gill	615-497-6378	5,200
Lorena ISD	Lorena	TX	Dr. Joe Kucera	254-857-3239	4,500
Watson Chapel School District	Pine Bluff	AR	Mr. Danny Hazelwood	870-879-0220	4,360
Dumas Public Schools	Dumas	AR	Mr. Kelvin Gragg	870-382-4571	4,200
Warren School District	Warren	AR	Mr. Bobby Acklin	870-226-8500	4,100
Edna ISD	Edna	TX	Mr. Robert O'Connor	361-782-3573	3,900
Millington Municipal Schools	Millington	TN	Mr. Phil LeBlanc	901-351-2487	3,900
Prairie Grove School District	Prairie Grove	AR	Dr. Allen Williams	479-846-4213	3,900
Star City School District	Star City	AR	Dr. Richard Montgomery	870-628-4237	3,700
Pottsville School District	Pottsville	AR	Mr. Larry Dugger	479-968-8101	3,400
East Otero School District	La Junta	CO	Mr. Rick Lovato	719-384-6909	3,350

	City	State	Contact	Phone	Units Installed
Hood County	Granbury	TX	Mr. Jay Riley	817-579-3214	3,100
Emerson Taylor Bradley School District	Emerson	AR	Mr. Gary Hines	870-694-2251	3,100
Harrisburg School District	Harrisburg	AR	Mr. Danny Sample	870-578-2416	3,100
Clinton School District	Clinton	AR	Mr. Andrew Vining	501-508-2030	3,000
Benton Harmony Grove	Haskell	AR	Mr. Daniel Henley	501-778-6271	2,800
Fordyce School District	Fordyce	AR	Dr. Albert Snow	870-352-3005	2,800
Little Rock Christian Academy	Little Rock	AR	Mr. Jim Fink	501-868-9822	2,700
Atkins School District	Atkins	AR	Mr. Joe Fisher	479-641-7871	2,600
Lafayette County School District	Lewisville	AR	Mr. Robert Edwards	870-921-5500	2,600
Crossett School District	Crossett	AR	Mr. Gary Williams	870-364-3112	2,500
Drew Central School District	Monticello	AR	Mr. Billy Williams	870-367-5369	2,500
McGehee School District	McGehee	AR	Mr. Thomas Gathen	870-501-1660	2,500
Seagraves ISD	Seagraves	TX	Mr. Joshua Goen	806-387-2035	2,400
Muldrow Public Schools	Muldrow	OK	Mr. Ron Flanagan	918-427-7406	2,400
Corning School District	Corning	AR	Mrs. Kellee Smith	870-857-6818	2,400
Flippin School District	Flippin	AR	Mr. Dale Query	870-453-2233	2,400
Lawrence County School District	Walnut Ridge	AR	Mr. Terry Belcher	870-759-2300	2,400
Carlisle Public Schools	Carlisle	AR	Mr. Jason Clark	870-552-3931	2,300
Lincoln Consolidated School District	Lincoln	AR	Mrs. Mary Ann Spears	479-824-7305	2,300
Prescott School District	Prescott	AR	Mr. Robert Poole	870-887-3016	2,300
Dewitt School District	DeWitt	AR	Mr. Nick Hill	870-946-3576	2,200
Piggott School District	Piggott	AR	Mr. Barry DeHart	870-598-2572	2,200
Cleveland County School District	Rison	AR	Mr. Craig Dupuy	870-325-6344	2,100
Eureka Springs School District	Eureka Springs	AR	Mr. Byran Pruitt	479-253-5999	2,100
Ozark Mountain School District	St. Joe	AR	Mr. Jayme Jones	870-439-2218	2,000
Perryville School District	Perryville	AR	Mr. Walt Davis	501-889-2327	2,000
Rivercrest School District	Wilson	AR	Mr. Mike Smith	870-655-8633	2,000
West Carroll School District	Atwood	TN	Mr. Dexter Williams	731-662-4200	2,000
Camden Harmony Grove-Camden Campus	Camden	AR	Mr. Walt Piggott	870-574-0971	1,900
Ouachita River School District	Mena	AR	Mr. Jerry Strasner	479-394-2348	1,800
Danville Public Schools	Danville	AR	Mr. Gregg Grant	479-495-4800	1,700
Magazine School District	Magazine	AR	Mr. Brett Bunch	479-969-2566	1,700
Pierce City R-VI School District	Pierce City	MO	Mr. Russ Moreland	417-476-2555	1,700
Parker's Chapel Schools	El Dorado	AR	Mr. Mike White	870-862-4641	1,650
Cross County Schools District	Cherry Valley	AR	Mr. Jerry Buchanan	870-588-3338	1,600
McCrary School District	McCrary	AR	Mr. Bob Casteel	870-731-2535	1,600
Mountain Pine School District	Mountain Pine	AR	Mr. Robert Gray	501-767-1540	1,600
Shirley School District	Shirley	AR	Mrs. Tyrene Gardner	501-723-8191	1,500
Centerpoint School District	Amity	AR	Mr. Dan Breshears	870-356-2912	1,500
Deer/Mt. Judea	Deer	AR	Mr. Andrew Curry	870-428-5433	1,500
Desoto Regional Health	Mansfield	LA	Mr. Todd Eppler	318-872-4610	1,500
Springhill Medical Center	Springhill	LA	Mr. Vince Sedminik	318-539-1001	1,500
Sargent School District	Mone Vista	CO	Mr. Brian Crowther	719-852-4023	1,400
Peyton School District	Peyton	CO	Mr. Tim Kistler	719-749-2330	1,400
Big Sandy Schools 100J	Simla	CO	Mr. Steve Wilson	719-541-2292	1,400
County Line School District	County Line	AR	Mr. Taylor Gattis	479-635-2222	1,400
Hector School District	Hector	AR	Mr. Mark Taylor	479-284-2021	1,400
Quitman School District	Quitman	AR	Mr. Dennis Trexler	501-589-3156	1,400
Swink School District	Swink	CO	Mr. Kyle Hebbard	719-384-8103	1,300
Cotter School District	Cotter	AR	Mrs. Vanessa Thomas-Jones	870-435-6171	1,300
Hermitage School District	Hermitage	AR	Dr. Tracy Tucker	870-463-2246	1,300
Spring Hill School District	Hope	AR	Mrs. Angie Raney	870-777-8236	1,250

	City	State	Contact	Phone	Units Installed
City Corporation - Russellville	Russellville	AR	Mr. Steve Mallett	479-968-2105	1,200
Dierks School District	Dierks	AR	Ms. Holly Cothren	870-286-2450	1,200
Miller R-II School District	Miller	MO	Dr. Dustin Storm	417-452-3515	1,200
Omaha School District	Omaha	AR	Mr. Jacob Sherwood	870-426-5400	1,200
Tahoka ISD	Tahoka	TX	Mr. Alan Umholtz	254-855-6345	1,200
Western Yell Co. School District	Havana	AR	Mr. Joe Staton	479-476-4116	1,200
Wonderview School District	Wonderview	AR	Mr. Jamie Stacks	501-354-0211	1,200
Calhan School District	Calhan	CO	Mr. David Slothower	719-347-2766	1,100
Alpena School District	Alpena	AR	Dr. Andrea Martin	870-437-2228	1,100
Barton-Lexa School District	Lexa	AR	Mr. David Tollett	870-572-7294	1,100
Hillcrest School District	Hillcrest	AR	Mr. Greg Crabtree	870-528-3856	1,100
Kirby School District	Kirby	AR	Mr. Jeff Alexander	870-398-4212	1,100
Ouachita School District	Donaldson	AR	Mr. Ronnie Kissire	501-384-2318	1,100
Conway Christian School	Conway	AR	Mr. Jason Carson	501-336-9067	1,000
Meadow ISD	Meadow	TX	Mr. Darrian Dover	806-539-2246	1,000
Liberal R-II School District	Liberal	MO	Mr. William Harvey	417-843-5115	1,000
Blevins School District	Blevins	AR	Mr. Billy Lee	870-874-2801	1,000
Southeast Dept of Human Service - Warren	Warren	AR	Mr. K Rex Mayfield	870-931-2664	1,000
Miami-Yoder School District	Rush	CO	Mr. Dwight Barnes	719-478-2206	900
Cotopaxi School District	Cotopaxi	CO	Mrs. Danielle Van Esselstine	719-942-4131	900
Poyen School District	Poyen	AR	Mr. Ronnie Kissire	501-332-8884	900
Blanket ISD	Blanket	TX	Mr. David Whisenhunt	325-748-5311	900
New Home ISD	New Home	TX	Mr. Shane Fiedler	806-924-7543	900
Sanford School District	Sanford	CO	Mr. Kevin Edgar	719-274-5167	800
Elbert 200 School District	Elbert	CO	Mrs. Kelli Thompson	303-648-3030	800
Hermleigh ISD	Hermleigh	TX	Mr. Brent Dawson	325-863-2451	800
Lavaca School District	Lavaca	AR	Mr. Steve B. Rose	479-674-5611	800
Hampton School District	Hampton	AR	Mr. Jimmy Cunningham	870-798-2742	600
Rising Star ISD	Rising Star	TX	Mr. Joe Branham	254-643-1981	600
Dawson Education Service Coop	Arkadelphia	AR	Mr. Darin Beckwith	870-246-3077	500
Camden Harmony Grove - Sparkman Camp	Camden	AR	Mr. Walt Pigott	870-574-0971	500
Primero RE-2 School District	Weston	CO	Mr. Bill Naccarato	718-868-2715	400
Calhoun County Courthouse	Hampton	AR	Judge Floyd Nutt	870-798-4818	160
Arkansas Baptist College	Little Rock	AR	Mr. Charles Ripley	501-517-3185	25
Lamesa ISD - Gymnasium	Lamesa	TX	Mr. Adam Oliva	806-872-5461	25

	City	State	Contact	Phone	Units Installed
<b>Completed Fluorescent Projects</b>					
North Kansas City Schools	North Kansas City	MO			34,500
Pulaski County School District	Little Rock	AR	Dr. Gary Smith	501-490-6209	44,500
Fort Smith Public Schools	Ft. Smith	AR	Dr. Benny Gooden	501-785-2501	20,500
University of Arkansas at Fayetteville	Fayetteville	AR	Mr. Cary Parks	501-258-3011	17,500
Texarkana Schools	Texarkana	AR	Mr. Bill Goff	501-772-3371	7,500
Cabot Schools	Cabot	AR	Dr. Frank Holman	501-843-3363	7,300
West Memphis Schools	West Memphis	AR	Mr. Bill Kessinger	870-735-1915	7,000
Forrest City Schools	Forrest City	AR	Mr. Lee Vent	870-633-1485	6,000
Russellville Schools	Russellville	AR	Mr. Johnny Thaxton	501-968-1306	5,400
Blytheville Schools	Blytheville	AR	Mr. Charles Van Pelt	870-762-2053	5,000
Crossett Schools	Crossett	AR	Ms. Barbara Gates	870-364-3112	5,000
Lee County Schools	Marianna	AR	Mr. Wayne Thompson	870-295-7100	5,000
Hope Schools	Hope	AR	Dr. Carlos Price	870-777-2251	4,800
Camden Fairview Schools	Camden	AR	Mr. Jerry Guess	870-836-4193	4,500
Helena/West Helena Schools	Helena	AR	Mr. Rodney Echols	870-338-8172	4,500
Mountain Home Schools	Mountain Home	AR	Mr. Steve Singleton	870-425-2501	4,100
Valley Springs Schools	Valley Springs	AR	Mr. Charles Trammell	870-429-9205	4,000
Hamburg Schools	Hamburg	AR	Mr. Bobby Harper	870-853-9851	4,000
Paragould Schools	Paragould	AR	Mr. Tom Kimbrell	870-239-2105	4,000
Searcy Schools	Searcy	AR	Mr. Calvin Estes	501-268-3517	4,000
Siloam Springs Schools	Siloam Springs	AR	Dr. Spear/Rick Keyes	501-524-3191	4,000
Harrison Schools	Harrison	AR	Dr. Charles Adair	870-741-7600	3,800
Alma Public Schools	Alma	AR	Mr. David Wooley	501-632-4791	3,600
Arkadelphia Schools	Arkadelphia	AR	Dr. Frank Holman	870-246-5564	3,500
Greenbrier Schools	Greenbrier	AR	Mr. Mike Mertens	501-679-4808	3,500
Pocahontas School District	Pocahontas	AR	Mr. Mark Van Camp	870-892-4573	3,500
Southern Mississippi Co. Schools	Wilson	AR	Mr. Harold Clemons		3,500
Wynne Schools	Wynne	AR	Mr. Darrell Smith	501-238-5000	3,400
Southern Arkansas University	Magnolia	AR	Mr. Billy Machen	870-235-4065	3,340
Heber Springs Schools	Heber Springs	AR	Mr. Forest Kyle	501-362-2451	3,200
UALR Library	Little Rock	AR	Mr. Jim Joyner	501-569-3390	3,100
Dumas Schools	Dumas	AR	Mr. Don McHan	870-382-4571	3,000
Lake Hamilton Schools	Hot Springs	AR	Mr. Danny Frazier	501-767-2306	3,000
Newark School District	Newark	AR	Mr. Guy Santucci	870-799-8691	3,000
Jonesboro Schools	Jonesboro	AR	Mr. Clint Byard	870-933-5800	2,800
Truman School District	Truman	AR	Mr. Joe Waleszonia	870-483-6444	2,800
Babst Medical Center	Little Rock	AR	Mr. Phil Hall	501-202-2269	2,700
Fordyce Schools	Fordyce	AR	Ms. Charlotte Nichols	870-352-3005	2,700
Mena Schools	Mena	AR	Mr. Jimmy Jones	501-394-1710	2,600
Dermott Schools	Dermott	AR	Mr. Bruce Terry	870-538-5264	2,500
Lakeside Schools	Hot Springs	AR	Mr. Danny Slay	501-262-1880	2,500
Watson Chapel	Pine Bluff	AR	Mr. Danny Knight	870-879-0220	2,500
Bald Knob Schools	Bald Knob	AR	Dr. Jeff Heverling	501-724-3361	2,400
Corning Schools	Corning	AR	Mr. Albert Brown	870-857-6818	2,400
Waldron Public Schools	Waldron	AR	Mr. Floyd Marshall	501-637-3179	2,400
Central Flying Station	Little Rock	AR	Mr. Dick Holbert	501-375-3245	2,300
Magnolia Schools	Magnolia	AR	Dr. Don Moore	501-234-4933	2,200
DeWitt Schools	DeWitt	AR	Mr. Jim Emerson	870-946-3576	2,100
Mountain View School District	Mountain View	AR	Mr. Mark Rector	870-269-3443	2,100
Carlisle Schools	Carlisle	AR	Dr. Ron Wilson	501-552-3931	2,000
Gentry Public Schools	Gentry	AR	Dr. Randy Barrett	501-736-2253	2,000
Green Forest Schools	Green Forest	AR	Mr. James Johnston	870-438-5201	2,000
Warren Schools	Warren	AR	Mr. Carl Barger	570-226-6738	2,000
Highland School District	Hardy	AR	Mr. Ronnie Brogden	870-856-3275	2,000
El Dorado Schools	El Dorado	AR	Mr. Bob Watson	870-864-5005	1,900
Gosnell Schools	Gosnell	AR	Mr. Stan Williams	870-532-4000	1,900
Malvern Schools	Malvern	AR	Mr. David Craig	501-332-7500	1,900
Mansfield Public Schools	Mansfield	AR	Dr. Larry Austin	501-928-4006	1,900
Star City Schools	Star City	AR	Mr. Ray Wynn	870-628-4237	1,900
Cedarville Schools	Cedarville	AR	Mr. David Green	501-474-7220	1,800
Prescott Schools	Prescott	AR	Mr. Ron Wright	870-887-3016	1,800
West Fork Schools	West Fork	AR	Mr. John Selph	501-839-2231	1,800
Paris School District	Paris	AR	Mr. Richard Abernathy	501-963-3243	1,800
Berryville Schools	Berryville	AR	Dr. Don Roberts	870-423-3311	1,700
Booneville Schools	Booneville	AR	Mr. Aaron Hosman	501-675-3504	1,700
Clarendon Schools	Clarendon	AR	Mr. Dennis Meins	870-747-3351	1,700
England Schools	England	AR	Mr. Jerome Wesson	501-842-2669	1,700
Eudora Schools	Eudora	AR	Mr. Thomas Gathen	870-355-2546	1,700



	City	State	Contact	Phone	Units Installed
Harrisburg Schools	Harrisburg	AR	Mr. Danny Sample	870-578-2416	1,700
Lonoke Schools	Lonoke	AR	Mr. Dee Human	501-676-2042	1,700
McGehee Schools	McGehee	AR	Ms. Barbara Wood	870-222-3670	1,700
Walnut Ridge Schools	Walnut Ridge	AR	Mr. Terry Belcher	870-886-6634	1,700
Westside Schools	Jonesboro	AR	Mr. Dick Young	870-935-7503	1,700
Cave City Schools	Cave City	AR	Mr. Larry Brown	870-283-5391	1,600
East Poinsett County Schools	Lepanto	AR	Mr. Gerald Jennings	870-475-2472	1,600
Jackson County Schools	Tuckerman	AR	Mr. Pete Whitby	870-349-2232	1,600
Dover Schools	Dover	AR	Mr. Dan Lovelady	501-331-2916	1,550
Bearden Schools	Bearden	AR	Mr. Jim Garrett	870-687-2236	1,500
Charleston Public Schools	Charleston	AR	Mr. Jeff Stubblefield	479-965-7160	1,400
Bergman Schools	Bergman	AR	Mr. Larry McKinney	870-741-5213	1,400
Eureka Springs Schools	Eureka Springs	AR	Mr. Reck Wallis	501-253-5999	1,400
Fountain Lake Schools	Fountain Lake	AR	Mr. Charles Clark	501-623-5655	1,400
Glen Rose Schools	Glen Rose	AR	Mike McNabb	501-332-3694	1,400
Hoxie Schools	Hoxie	AR	Mr. Danny Stanford	870-886-2401	1,400
Manilla Schools	Manilla	AR	Mr. Roland Wells	870-561-4419	1,400
Ouachita Medical Center	Camden	AR	Mr. Charles Jeffus	870-836-1297	1,400
Yellville Summit School District	Yellville	AR	Mr. Tommy Tyler	870-449-4061	1,400
Elkins Schools	Elkins	AR	Mr. John Smith	501-643-2172	1,350
Buffalo Island Schools	Monette	AR	Mr. George Ed Holland	870-486-5411	1,300
Huntsville Schools	Huntsville	AR	Ms. Dana Samples	501-738-2011	1,300
Junction City Schools	Junction City	AR	Mr. Alvin Kelley	870-924-4575	1,300
Oaklawn Park	Hot Springs	AR	Mr. Eric Jackson	501-623-4411	1,300
Perryville Schools	Perryville	AR	Mr. Calvin Tabor	501-889-8461	1,250
Cross County Schools	Cherry Valley	AR	Mr. Don Smith	870-588-3338	1,250
Marked Tree Schools	Marked Tree	AR	Mr. Larry Garrison	870-358-2913	1,250
Bismark Schools	Bismark	AR	Mr. Cliff Wishum	501-865-4888	1,200
Clay County Schools		AR	Ms. Kelly Scobey	870-595-3151	1,200
Piggot Schools	Piggot	AR	Mr. Barry Scott	870-598-2572	1,200
Cotter Schools	Cotter	AR	Mr. Bob Miller	870-435-6171	1,100
Dierks Schools	Dierks	AR	Mr. Wayne Freppon	870-286-2191	1,100
Hughes Schools	Hughes	AR	Dr. Randy Crowder	870-339-2570	1,100
Rison Schools	Rison	AR	Mr. Scotty Holderfield	870-325-2231	1,100
Riverside Schools	Lake City	AR	Mr. Larry Nowlin	870-237-4329	1,100
Taylor Schools	Tyalar	AR	Mr. Jerry Camp	870-694-2251	1,100
Hazen Schools	Hazen	AR	Mr. Danny Hazelwood	870-255-4549	1,020
Alpena School District	Alpena	AR	Mr. Robert Smalley	870-437-2220	1,000
Barton Schools	Barton	AR	Mr. Roy Kirkland	870-572-7294	1,000
Bay School District	Bay	AR	Mr. Jim Canada	870-781-3711	1,000
Bradford Schools	Bradford	AR	Mr. Arthur Dunn	501-344-2707	1,000
Brookland Schools	Brookland	AR	Ms. Gene goza	870-932-2080	1,000
Clarksville Schools	Clarksville	AR	Mr. Dean Pitts	501-754-8454	1,000
First National Bank	El Dorado	AR	Mr. Mike Houston	870-863-3181	1,000
Hermitage Schools	Hermitage	AR	Mr. John Jordan	870-463-2246	1,000
Izard County Consolidated Schools	Brockwell	AR	Mr. Fred Walker	870-258-7700	1,000
Johnson Co. Westside School District	Coal Hill	AR	Mr. Jim Lloyd	501-497-1171	1,000
Mt. Ida Schools	Mt. Ida	AR	Dr. Jim Regnier	870-867-2323	1,000
White County Schools	Judsonia	AR	Mr. Monty Betts	501-729-3992	1,000
Wickes Schools	Wickes	AR	Mr. Richard Holbert	870-385-7101	1,000
Wonderview Schools	Hattieville	AR	Ms. Rhonda Smith	501-354-0211	1,000
Sloan-Hendrix Schools	Imboden	AR	Mr. Michael Holland	570-886-2401	980
Jasper School District	Jasper	AR	Mr. Tommy Stokes	870-446-2223	950
Turrell Schools	Turrell	AR	Mr. Alfred Hogan	870-343-2533	950
Ola Schools	Ola	AR	Mr. Earl Jamison	501-489-5251	925
Pangburn Schools	Pangburn	AR	Mr. Jerome Browning	501-728-4511	920
Black Rock Schools	Black Rock	AR	Mr. Bobby McMillon	870-878-6273	900
Caddo Hills Schools	Caddo Hills	AR	Mr. Rick Green	870-356-3857	900
Harmony Grove Schools	Camden	AR	Mr. Harold Davidson	870-574-0971	900
Marmaduke Schools	Marmaduke	AR	Mr. Jerry McIntosh	870-597-2723	900
Nemo Vista Schools	Center Ridge	AR	Mr. Bill Jackson	501-893-2925	900
Norphlet Schools	Norphlet	AR	Mr. Eddie Miller	870-546-2781	900
North Point Ford/Lincoln/Mazda	N. Little Rock	AR	Mr. Paul Reiser	501-945-1200	900
Emerson Schools	Emerson	AR	Mr. Ron Harris	870-547-2218	850
Marvell Schools	Marvell	AR	Mr. Ulicious Reed	870-829-2101	850
Parkin Schools	Parkin	AR	Mr. Clint Williams	870-755-2742	850
Bradley Schools	Bradley	AR	Mr. Darrell Porter	870-894-3313	800
County Line Schools	Branch	AR	Dr. Kay Johnson	501-635-2222	800
Deer Schools	Deer	AR	Mr. Richard Denniston	870-428-5433	800
Delight Schools	Delight	AR	Mr. Randy Hughes	870-379-2214	800

	City	State	Contact	Phone	Units Installed
Lakeside Schools	Lake Village	AR	Ms. Joyce Vaught	870-265-7300	800
Lead Hill Schools	Lead Hill	AR	Mr. Bob Tutt	870-436-5249	800
Lockesburg Schools	Lockesburg	AR	Mr. Lavon Flaherty	870-289-5161	800
Magnet Cove Schools	Magnet Cove	AR	Dr. Harlan Buttrum	501-624-5355	800
Midland Schools	Pleasant Plains	AR	Mr. Lee Roy Brewer	501-345-2852	800
Mountain Pine Schools	Mountain Pine	AR	Mr. Ron Looper	501-767-1540	800
Omaha Schools	Omaha	AR	Dr. David Land	870-426-5400	800
City of Maumelle	Maumelle	AR	Mr. Mike Watson	501-851-2500	800
Magazine Schools	Magazine	AR	Mr. James Isaacs	870-969-2556	750
Mammoth Spring Schools	Mammoth Spring	AR	Mr. Houston Case	870-625-3612	750
Stephens Schools	Stephens	AR	Mr. Gary Kees	870-786-5443	750
Fouke Schools	Fouke	AR	Mr. Charlie Williams	870-653-4311	710
Armored Schools	Armored	AR	Mr. Joseph Cornelison	870-763-6639	700
Crawfordsville Schools	Crawfordsville	AR	Mr. Earvin Smith	870-823-5577	700
Cushman Schools	Cushman	AR	Mr. Gary Anderson	870-793-6321	700
Gillett Schools	Gillett	AR	Mr. Johnnie Johnson	870-548-2281	700
Hatfield Schools	Hatfield	AR	Mr. John Ponder	870-389-6164	700
Mineral Springs Schools	Mineral Springs	AR	Dr. Pat Adcock	870-287-4748	700
Ozark Schools	Ozark	AR	Mr. Scott Stone	501-667-4118	700
Stone County Schools	Timbo	AR	Mr. Dave Campbell	870-746-4603	650
Arkansas City Schools	Arkansas City	AR	Ms. Gene Gregory	870-877-2491	600
Biggers-Reyno Schools	Biggers	AR	Mr. J.M. Edington	870-769-2480	600
Cabot Schools	Cabot	AR	Mr. Leon Miles	501-843-3363	600
Cord-Charlotte Schools	Charlotte	AR	Mr. Jerrell Lillard	870-799-3704	600
Cutter Morning Star Schools	Hot Springs	AR	Mr. Carl Hughes	501-262-2414	600
Marion Schools	Marion	AR	Mr. Jeff Altemus	870-739-5100	600
McRae Schools	McRae	AR	Mr. Jeff Williams	501-726-3587	600
St. Paul Schools	St. Paul	AR	Mr. Bill Schafer	501-677-2411	600
Union Schools	Union	AR	Mr. Bruce Griffin	870-863-8472	600
Waldo Schools	Waldo	AR	Mr. Richard Britt	870-693-5731	600
Wilburn Schools	Wilburn	AR	Mr. Billy Jackson	501-362-6107	600
Winslow Schools	Winslow	AR	Dr. Roger Oge`	501-634-2062	600
Plainview Schools	Plainview	AR	Mr. Jimmy Cunningham	501-272-4241	575
Sulphur Rock Schools	Sulphur Rock	AR	Mr. Jerry Rose	870-799-3374	550
Fountain Hill Schools	Ft. Hill	AR	Mr. Keith Alexander	870-853-9277	515
Clinton Schools	Clinton	AR	Ms. Truett Love	501-745-2135	500
Delaplaine School District	Delaplaine	AR	Mr. Ronnie Lee	870-428-5433	500
Horizon Bank	Hot Springs	AR	Mr. Alan Kimball	501-624-5501	500
Leslie Schools	Leslie	AR	Mr. Roger Massey	870-447-2431	500
Piggly Wiggly	Arkadelphia	AR	Mr. Andy Riethmaeir	870-246-4641	480
McNeil School District	McNeil	AR	Mr. Terry Bo Ray	870-695-3500	475
Jessieville Schools	Jessieville	AR	Mr. George Foshee	501-984-5381	460
River Valley Schools	Strawberry	AR	Mr. Randy Scarbrough	870-528-3856	450
Bright Star Schools	Bright Star	AR	Mr. Sammy Bray	870-691-2800	400
Carthage Schools	Carthage	AR	Mr. Allen McDonald	870-254-2231	400
M&P Bank	Camden	AR	Mr. Jim Jordan	870-836-8136	400
Mt. Judea Schools	Mt. Judea	AR	Mr. Tommy Flud	870-434-5362	400
Walker School District	Magnolia	AR	Mr. Bertram Garmon	870-234-5654	400
Kingston Schools	Kingston	AR	Mr. Mike Cox	501-665-2995	350
Oden Schools	Oden	AR	Mr. Vernon Morrison	870-326-4311	350
Beebe School District	Beebe	AR	Mr. Keith Williams	501-882-5463	300
Oark Schools	Oark	AR	Ms. Estel Grigg	501-292-3353	300
Piggly Wiggly	Hot Springs	AR	Mr. Bob Tucker	501-623-4381	300
Plastics Ingenuity	Maumelle	AR	Mr. Dan Walker	501-851-0704	300
Bryant City Government	Bryant	AR	Mr. Gary Hollis	501-847-5559 Ext.10	300
Arch Ford Coop	Plummerville	AR	Dr. Mike Hargis	501-354-2269	250
Arlington Hotel	Hot Springs	AR	Mr. John Burford	501-623-7771	200
Hot Springs Chamber of Commerce	Hot Springs	AR	Mr. Jay Chessir	501-321-1700	200
Southwest Education Cooperative	Hope	AR	Mr. Anthony Gadberry	870-777-3076	200
Dawson Education Cooperative	Arkadelphia	AR	Mr. Rick Saunders	870-246-3077	150
Precision Aerospace Technologies, Inc.	Batesville	AR	Mr. Chris Emerson	870-251-2533	15
Rutherford County School District	Murfreesboro	TN	Mr. Gary Clarty	615-416-3157	65,600
Hamilton County Schools	Chattanooga	TN	Mr. Greg Higgins	423-304-1211	27,200
Wilson County Schools	Lebanon	TN	Mr. Jim Duncan/Mr. Mikey Hall	615-444-3282	24,600
Maury County Schools	Columbia	TN	Mr. Eddie Hickman	931-388-8403	24,000
Hardin County Schools	Savannah	TN	Mr. Michael Davis	731-925-3943	14,400
Franklin County Schools	Winchester	TN	Dr. Rebecca Sharber	931-967-0626	13,500
Cumberland County Schools	Crossville	TN	Mr. Dan Horst	615-332-2671	13,000
Lawrence County Schools	Lawrenceburg	TN	Mr. Larry Davis/Mr. David Crowell	931-762-3581	12,600
Cheatham Co. Schools	Ashland City	TN	Dr. Tim Webb	615-306-3450	12,400

	City	State	Contact	Phone	Units Installed
Bradley County Schools	Cleveland	TN	Mr. Johnny Mull	423-400-6757	10,800
Cleveland City Schools	Cleveland	TN	Mr. Paul Ramsey	423-310-6464	10,700
Knox County Schools	Knoxville	TN	Mr. Zane Foraker	865-293-7331	9,800
Dickson County Schools	Dickson	TN	Mr. Charlie Daniel/Mr. Gary Kimmons	615-446-7571	9,200
Lauderdale County Schools	Ripley/Halls	TN	Mr. Bobby Webb	901-635-2941	8,500
Hardeman County Schools	Bolivar	TN	Mr. Steve Young	901-658-2510	8,000
Franklin Special School District	Franklin	TN	Dr. David Snowden	615-794-6624	8,000
McNairy County	Selmer	TN	Mr. Charlie Miskelly	901-645-3267	6,500
Obion County School District	Troy	TN	Ms. Donna Neblitt	901-885-9743	5,000
Shelby County Schools	Memphis	TN	Dr. Bobby Webb	901-321-2500	5,000
Weakley County	Dresden	TN	Mr. Richard Barber	731-364-2755	4,900
Gibson County Schools	Dyer	TN	Mr. John Scott/Mr. Jim Acree	901-692-3803	4,200
Lebanon Special Sch. Dist.	Lebanon	TN	Mr. Andy Brummett	615-449-6060	4,100
Benton County Schools	Camden	TN	Mr. Randall Robertson	731-584-6111	3,700
Trenton Public Schools	Trenton	TN	Mr. Larry Ridings	901-855-1191	3,500
Franklin County Government	Winchester	TN	Mayor Richard Stewart	931-967-2905	3,200
Maury County Government	Columbia	TN	Mr. Ronnie Bates	931-626-0322	3,100
Lewis County Schools	Hohenwald	TN	Mr. Tim Webb	931-796-3264	2,900
Memphis City Schools	Memphis	TN	Mr. Tony Wright	901-416-0813	2,800
Humboldt Schools	Humboldt	TN	Mr. Butch Twyman	901-784-2652	2,800
Marion County Schools	Jasper	TN	Mr. Fred Taylor	423-942-3434	2,600
Cannon County Schools	Woodbury	TN	Ms. Barbara Parker	615-563-5752	2,500
Trousdale County Schools	Hartsville	TN	Ms. Margaret Oldham	615-374-2193	2,400
McKenzie School District	McKenzie	TN	Dr. Bently Rowdon	901-352-2246	2,300
Washington County	Jonesborough	TN	Mr. Willie Shrewsbury	423-791-1437	2,000
Huntingdon School District	Huntingdon	TN	Mr. Danny Truett	901-986-2222	2,000
Fayetteville City Schools	Fayetteville	TN	Mr. Billy Joe Evans	931-433-5542	1,900
University of Tennessee at Chattanooga	Chattanooga	TN	Mr. Warren Simpson	423-425-4500	1,700
Baptist Hospital Tipton	Covington	TN	Mr. James Smith	901-476-2621	1,700
Sweetwater City Schools	Sweetwater	TN	Dr. Keith Hickey	423-337-7051	1,600
Babstist Hospital Lauderdale	Ripley	TN	Mr. Jerry Vowell	901-635-1331	1,100
Manchester City Schools	Manchester	TN	Dr. Keith Brewer	931-728-2316	1,100
McKenzie Methodist Hospital	McKenzie	TN	Mr. Ted Lowder	901-352-4197	800
S. Carroll County School District	Clarksburg	TN	Mr. David Huss	901-986-4502	700
Alamo City Schools	Alamo City	TN	Mr. Reecha Black	901-696-5515	650
Carroll County Schools	Huntingdon	TN	Mr. Charlotte Tucker	901-986-4482	450
Union University	Jackson	TN	Mr. Will Butcher	731-661-9818	400
Hollow Rock-Bruceton Schools	Bruceton	TN	Mr. Cliff Sturdivant	901-586-7657	300
Town of Estill Springs	Estill Springs	TN	Ms. Tina Smith	931-649-5188	150
University of Louisiana at Monroe	Monroe	LA	Mr. Jason Roubique	318-342-5171	9,600
East Baton Rouge School District	Baton Rouge	LA	Mr. Toby Dodson	225-933-9555	4,500
Lafayette Consolidated Government	Lafayette	LA	Mr. Jim Gros	337-291-5626	3,000
Caddo Parish Schools	Shreveport	LA	Mr. Greg Spurlock	318-603-6346	2,100
McNeese State University	Lake Charles	LA	Mr. Kevin Martin	337-475-5888	2,000
Louisiana Delta Community College	Monroe	LA	Mr. Mike Colvin	318-372-0415	750
Desoto County Schools	Hernando	MS	Mr. Robert Earl Phillips	662-429-5271	20,000
Tupelo Public School District	Tupelo	MS	Mr. Bobby Sheffield/ Mrs. Julie Hinds	662-841-8906	9,300
Union County Schools	New Albany	MS	Mrs. Brenda Reedy	662-534-1960	3,800
Tate County Schools	Senatobia	MS	Mr. Truman Albritton	662-562-5861	3,600
Columbus Municipal School Distrcit	Columbus	MS	Mr. Kenneth Hughes	662-241-7408	2,400
Starkville High School	Starkville	MS	Mr. Leon Clark	662-324-4130	2,000
Marshall County Schools	Holly Springs	MS	Mr. Don Randolph	662-252-4271	300
University of South Carolina	Columbia	SC	Mr. Jeff Lingefelt	803-938-3784	1,700
Arlington ISD	Arlington	TX			9,600
Northside ISD	San Antonio	TX			6,600
Hill College	Hillsboro	TX			6,100
La Marque ISD	La Marque	TX	Mr. Andrew Wong	214-493-1458	1,000
Columbus School District	Columbus	TX	Mr. Robert O'Connor	979-732-5704	150
Habersham County Schools	Clarksville	GA	Mr. Will Butcher	706-778-7579	9,600
Perry Community School District	Perry	IA	Mr. Kevin McLaughlin	515-490-8466	2,500
BGM Community School District	Brooklyn	IA	Supt. Brad Hohensee	641-522-7058	1,000
Sante Fe Trail USD 434	Carbondale	KS	Dr. Steve Pegram	785-665-7168	3,000
Silver Lake USD 372	Silver Lake	KS	Dr. Randy Freeman	785-582-4026	2,500
Bluestem School District	Leon	KS	Mr. Dennis Engels	316-742-3261	2,400
Hugoton USD 210	Hugoton	KS	Mr. Mark Crawford	620-544-4397	2,200
North Lyon USD 251	Americus	KS	Mr. Mike Nulton	620-443-5116	1,700
Holcomb USD 363	Holcomb	KS	Mr. Robert O'Connor	620-277-2629	1,700
Lakin USD 215	Lakin	KS	Mr. Randall Steinle	620-355-6761	1,600
Deerfield USD 216	Deerfield	KS	Mr. Jon Ansley	620-426-8516	1,400
Satanta USD 507	Satanta	KS	Ms. Ardith Dunn	620-649-2234	1,300

	City	State	Contact	Phone	Units Installed
Montezuma USD 371	Montezuma	KS	Mr. Jay Zehr	620-846-2293	1,200
Moscow USD 209	Moscow	KS	Mr. Larry Phillippi	620-598-2205	1,200
Cimarron USD 102	Cimarron	KS	Mr. Mike Waters	620-855-7743	1,100
Spearville USD 381	Spearville	KS	Mr. Daryl Stegman	620-385-2676	950
Bucklin USD 459	Bucklin	KS	Mr. Skip Landis	620-826-3828	900
Ingalls USD 477	Ingalls	KS	Mr. Dave Novack	620-335-5136	800
Syracuse USD 494	Syracuse	KS	Ms. Joan Friend	620-384-7872	600
Copeland USD 476	Copeland	KS	Mr. Jay Zehr	620-668-5565	500
Ashland USD 220	Ashland	KS	Mr. Bill Day	620-635-2220	200
Kismet-Plains USD 483	Plains	KS	Mr. Elton Argo	620-563-7103	80
Moffat County School District	Craig	CO	Mr. Mike Taylor	970-824-5622	5,800
Academy 20 School District	Colorado Springs	CO	Mr. Dan Yaeger	719-234-1606	3,400
El Paso County Schools	Fountain	CO	Mr. Gary Hofstettler	719-382-1325	3,000
Big Sandy 100J School District	Simla	CO	Mr. Steve Wilson	719-541-2292	1,100
Elizabeth C-1 Schools	Elizabeth	CO	Mr. Mike Drake	303-646-1849	1,100
Springfield School District RE-4	Springfield	CO	Mr. Mike Page	719-523-6554	800
Peetz School District	Peetz	CO	Mr. Dean Koester	970-334-2435	700
Elbert Schools	Elbert	CO	Ms. Kelli Loflin	303-648-3030	600
Walsh School District	Walsh	CO	Mr. Kyle Hebbert	719-324-5400	600
Pritchett School District	Pritchett	CO	Ms. Stephanie Hund	719-523-4045	500
Primer RE-2 School District	Weston	CO	Mr. Eric Davies/Mr. Garland Gabbard	719-868-2715	500
La Veta School District	La Veta	CO	Mr. Dave Seaney	719-742-3562	500
Baca County Conservation District	Springfield	CO	Ms. Misty George	719-523-4522	100
Genoa Hugo Schools	Hugo	CO	Mr. Robert Ring	719-743-2428	100
Buffalo RE-4 School District	Merino	CO	Mr. Dave Kautz	970-522-7424	Gym
Wiggins RE-50 School District	Wiggins	CO	Mr. John Kopetzky	970-483-7762	Gym
Marshall School District	Marshall	MO	Mr. Joe Aull/Mr. Kevin Hart	660-886-7414	5,300
Lebanon R-III School District	Lebanon	MO	Dr. Duane Widhalm	417-532-9142	4,200
Ozark R-VI School District	Ozark	MO	Dr. Jordan Needham	417-581-7694	3,700
Union R-XI Schools	Union	MO	Dr. Veann Tilson	636-583-8626	3,600
Willard R-II School District	Willard	MO	Dr. Kent Medland	417-742-2584	3,500
Hallsville R-IV School District	Hallsville	MO	Mr. John Robertson	573-819-8580	3,200
Nixa R-II School District	Nixa	MO	Dr. Kleinsmith	417-725-7400	3,200
Bolivar R-I School District	Bolivar	MO	Dr. Dennis Cooper	417-326-5291	3,200
Republic R-III School District	Republic	MO	Dr. Carol Morgan	417-732-3605	3,000
Lamar R-I School District	Lamar	MO	Mr. Mike Resa	417-682-3527	2,900
Webb City R-VII Schools	Webb City	MO	Dr. Ron Lankford	417-673-6000	2,800
Logan-Rogersville Schools	Rogersville	MO	Dr. Alan Markley	417-753-2891	2,700
Cassville R-IV School District	Cassville	MO	Mr. Marvin Henningson	417-847-5525	2,500
Charleston R-I Schools	Charleston	MO	Mr. Terry Rowe	573-683-3776	2,300
Malden School District	Malden	MO	Dr. Englehardt	573-276-5794	2,200
Fox C-6 Schools	Arnold	MO	Mr. Tim Crutchley	636-296-8000	2,100
Warsaw R-IX Schools	Warsaw	MO	Michael Stevenson	660-438-7120	2,000
Forsyth R-III Schools District	Forsyth	MO	Marty Garrison	417-546-6384	1,900
Doniphan R-I School District	Doniphan	MO	Mr. Jack Leatherman	573-996-3819	1,800
Mtn. View-Birchtree School District	Mtn. View	MO	Ms. Tina Woolsey	417-934-2020	1,800
Twin Rivers R-X School District	Brosley	MO	Mr. Terry Brashers	573-328-4321	1,800
Scott County R-IV Schools	Benton	MO	Don Abner	573-545-3887	1,650
Bloomfield R-IVX School District	Bloomfield	MO	Mr. Michael Dumey	573-568-4564	1,600
Cabool R-IV School District	Cabool	MO	Dr. Wesley Davis	417-254-4661	1,500
Salem R-80 School District	Salem	MO	Mr. Steve Bryant	573-729-6642	1,500
Strafford R-VI School District	Strafford	MO	Mr. John Collins	417-736-7000	1,500
East Prairie R-II Schools	East Prairie	MO	Mr. Jack McIntosh	573-649-3562	1,500
Gainesville R-V School District	Gainesville	MO	Mr. Bill Luny	417-679-4260	1,500
Miller R-II School District	Miller	MO	Dr. Dane Allen	417-452-3515	1,500
Willow Springs School District	Willow Springs	MO	Mr. Derrick Hutsell	417-469-3260	1,400
Stockton R-I Schools	Stockton	MO	Mr. Ken Spurgeon	417-276-5143	1,400
Houston R-I School District	Houston	MO	Dr. Duane Widhalm	417-967-3024	1,400
Mansfield R-IV Schools	Mansfield	MO	Mrs. Arlene Magnin	417-924-8458	1,400
Thayer R-II Schools	Thayer	MO	Mr. Dan Chappell	417-264-7261	1,300
West St. Francois County	Leadwood	MO	Mr. Stacy Stevens	573-562-7535	1,300
Southwest R-V Schools	Washburn	MO	Mr. Jim Roe	417-826-5410	1,300
Spokane R-VII School District	Highlandville	MO	Mr. Daryl Bernskoetter	417-443-2200	1,200
Dixon R-I School District	Dixon	MO	Mr. Barry Morrow	573-759-7163	1,200
Hartville R-II Schools	Hartville	MO	Mr. John Link	417-741-7676	1,200
Marionville R-IX Schools	Marionville	MO	Mr. Larry Brown	417-258-7755	1,200
Summersville R-II Schools	Summersville	MO	Mr. Mike McAdams	417-932-4045	1,200
Purdy R-II Schools	Purdy	MO	Mr. Joe Layton	417-442-3216	1,200
Sparta R-III	Sparta	MO	Mr. David McGehee	417-634-4284	1,200
New Haven School District	New Haven	MO	Mr. Kyle Kruse	573-237-3231	1,100

	City	State	Contact	Phone	Units Installed
Laquey R-V School District	Laquey	MO	Mr. Bob Boulware	573-765-3716	1,100
Liberal Schools	Liberal	MO	Mr. Bill Harvey	417-843-5115	1,100
Pierce City R-VI Schools	Pierce City	MO	Mrs. Lois Klatt	417-476-2555	1,100
Sarcoie School District	Sarcoie	MO	Mr. Rick Cook	417-548-3134	1,100
Winona R-III Schools	Winona	MO	Mr. Scott Lindsey	573-325-8101	1,100
Bakersfield Schools	Bakersfield	MO	Mr. Jerry Taylor	417-284-7333	1,000
Ash Grove R-IV Schools	Ash Grove	MO	Mr. Richard Harris	417-751-2534	1,000
Crane R-III Schools	Crane	MO	Mr. Tyler Laney	417-723-5300	1,000
Hollister R-V School District	Hollister	MO	Dr. Tim Taylor	417-243-4005	1,000
Greenfield R-IV School District	Greenfield	MO	Mr. David Hardage	417-637-5321	900
Hickory County R-I Schools	Urbana	MO	Mr. Ron Wilken	417-993-4241	900
Lockwood R-I Schools	Lockwood	MO	Dr. Lyle Boyles	417-232-4513	900
Jasper County R-V Schools	Jasper	MO	Mr. Jeff Kyle	417-394-2416	900
Richland R-IV Schools	Richland	MO	Dr. Terry Wolfe	573-765-3241	850
Marion C. Early R-V Schools	Morrisville	MO	Dr. Ron McIntire	417-376-2255	800
Plato R-V School District	Plato	MO	Mr. Leon Slape	417-458-3333	800
Bell City R-II School District	Bell City	MO	Mr. Don Abner	573-733-4444	800
Richland R-I Schools	Essex	MO	Ms. Carrell Odem	573-283-5332	800
Osceola School District	Osceola	MO	Mr. Aron Bennett	417-646-8143	750
Delta R-V School District	Delta	MO	Mr. Tom Allen	573-794-2500	750
Stoutland R-II Schools	Stoutland	MO	Ms. Geanine Bloch	417-286-3984	750
Halfway R-III School District	Halfway	MO	Mr. Jon Oetinger	417-445-2351	700
Walnut Grove R-V Schools	Walnut Grove	MO	Ms. Tanya Hunter	417-788-2543	700
Bronaugh R-VII School District	Bronaugh	MO	Ms. Patricia Phillips	417-922-3211	650
Holcomb R-III Schools	Holcomb	MO	Mr. Darrell Wilburn	573-792-3631	650
Shell Knob 78 Schools	Shell Knob	MO	Mr. Bill Hadlow	417-858-6743	650
Humansville R-IV Schools	Humansville	MO	Mr. Greg Thompson	417-754-2535	650
Madison C-3 School District	Madison	MO	Mr. Fred Weibling	660-291-5115	600
Verona R-VII School District	Verona	MO	Dr. Robert Abeln	417-498-2274	600
Lutie R-VI School District	Theodosia	MO	Mr. Chris Felmliee	417-273-4274	600
Osage County R-I Schools	Chamois	MO	Mr. Tom Allen/Mr. Brad Strobel	573-763-5666	600
Laclede Co. C-5 Schools	Lebanon	MO	Mr. Jason Buckner	417-532-4837	600
Golden City R-III Schools	Golden City	MO	Mr. Charles Brazeale	417-537-4900	600
Macks Creek R-V Schools	Macks Creek	MO	Mr. Clinton Waters	573-363-5909	600
Wheatland R-II Schools	Wheatland	MO	Mr. Mark Beem	417-282-6433	600
Everton R-III Schools	Everton	MO	Mr. David Hardage	417-535-2221	600
Climax Springs Schools	Climax	MO	Mr. Tom Wolf	573-347-3905	550
Eminence R-I Schools	Eminence	MO	Mr. Chris Combs	573-226-3251	550
Oregon-Howell R-III Schools	Koshkonong	MO	Mr. Steve Morgan	417-867-5601	500
Pemiscot County R-III Schools	Caruthersville	MO	Mr. Anthony Hartsfield	573-333-1856	450
Chadwick School District	Chadwick	MO	Mr. Don Reynolds	417-634-3588	400
Phelps County R-III School District	Edgar Springs	MO	Ms. Kay McMurtrey	573-435-6293	350
Sheldon R-VIII School District	Sheldon	MO	Mr. Phyllis Sprenkle	417-884-5113	300
Stet XV School District	Stet	MO	Mr. Fred Weibling	660-484-3122	250
Ridgeway R-V School District	Ridgeway	MO	Mr. Troy Gregory	660-872-6813	250
Raymondville R-VIII School District	Raymondville	MO	Mr. Nathan Holder	417-457-6237	200
Ozark County Courthouse	Gainesville	MO	Mr. Dave Morrisson	417-679-4096	200
Holden R-III Schools	Holden	MO	Mr. Mike Ringen	816-850-4444	130
Alton R-IV School District	Alton	MO	Mrs. Sheila Wheeler	417-778-7216	Gym