

TIPS VENDOR AGREEMENT

Between Trane US, 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 and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience of TIPS Agreement Only

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

TIPS Member Purchasing Procedures

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

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

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

Licenses

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

Novation

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

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

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

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

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

Safety Measures

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

Smoking

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

Marketing

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

Supplemental Agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

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

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

Force Majeure

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

Choice of Law

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

Venue, Jurisdiction and Service of Process

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

Project Delivery Order Procedures

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

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

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

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

Support Requirements

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

STATUTORY REQUIREMENTS

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

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

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

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

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

Insurance Requirements

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

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

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

Special Terms and Conditions

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

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

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, 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 Trane US, Inc.

Address 101 Matrix Commons Drive

City Fenton State MO Zip 63026

Phone 8779991647 Fax _____

Email of Authorized Representative Randy.Katz@Trane.com

Name of Authorized Representative Randy Katz

Title Regional GM & VP


Signature of Authorized Representative 

Date 2-16-22

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/18/2022

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
Trane
Trane U.S. 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

Trane Information

Address: 101 Matrix Commons Drive
Fenton, MO 63026
Phone: (636) 230-5036
Web Address: www.trane.com

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

Beau Reynolds

Signature

Submitted at 2/18/2022 2:48:00 PM

beau.reynolds@trane.com

Email

Requested Attachments

Agreement Signature Form

220104 ESPC Agreement Signature Form - Signed.pdf

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

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

Confidentiality Claim Form

220104 ESPC CONFIDENTIALITY CLAIM FORM - Signed.pdf

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

Proposed Goods and Services

TIPS ESPC RFQ Response 2022.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

220104 ESPC Reference_Form - leave as Excel.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

W9 Trane US Inc.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

220104 ESPC 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

TIPS.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

Warranty Information - 220104.pdf

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

Supplementary

No response

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

Red Trane.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

CERTIFICATION OF CORPORATE OFFERER FORM - Signed.pdf

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

Disclosure of Lobbying Activities Standard Form LLL

Disclosure_of_Lobbying_Activities_Standard_Form_LLL - Signed.pdf

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

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input data-bbox="105 1648 300 1690" type="text" value="NO"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input data-bbox="105 1932 300 1974" type="text" value="No"/>

3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="No"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="AR, OK, MO, KS, NE, IL, IA, TX"/>
5	Company and/or Product Description: This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="Trane U.S. Inc. (Trane), a wholly-owned subsidiary of Trane Technologies (NYSE: TT) has been an Energy Services Company (ESCO) since 1995 and has executed almost \$3.5 billion in guaranteed ESPC work. Trane has a 100-year history as a trusted provider of superior heating, ventilating, and air conditioning (HVAC) equipment and Building Automation Systems (BAS)/Energy Management Control Systems (EMCS) products and services. As a result, we have a global network of offices and service/parts locations to support energy engineering projects. Trane is a lead Performance Contractor, HVAC and controls Equipment Manufacturer, and HVAC and Building Services Contractor and has completed billions of dollars in performance guaranteed work large HVAC equipment and building services projects. Trane is accredited by the National Association of Energy Services Companies (NAESCO) as an ESP-Accredited ESCO, Department of Energy (DOE) qualified ESCO, and on the 2017 DOE IDIQ ESPC Energy Service Companies."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Bev Condit"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Sales Cordinator"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="beverly.condit@tranetechnologies.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6363053760"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="855545532"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>

1 2	Secondary Contact Name Secondary Contact Name <input type="text" value="Beau Reynolds"/>
1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Account Executive"/>
1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="beau.reynolds@trane.com"/>
1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5013664252"/>
1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5013664252"/>
1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Marina Vujevic"/>
1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="marinavujevic@tranetechnologies.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6363053622"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Heather Ames"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="heather.ames@tranetechnologies.com"/>

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4793133382"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="https://www.trane.com/commercial/north-america/us/en.html"/>
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25	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="Trane, Trane Technologies, Trane Commercial"/>
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26	Primary Address Primary Address <input type="text" value="101 Matrix Commons Drive"/>
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27	Primary Address City Primary Address City <input type="text" value="Fenton"/>
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28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="MO"/>
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29	Primary Address Zip Primary Address Zip <input type="text" value="63026"/>
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30	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="Energy service performance contract, hvac, bas, controls, performance contract, energy services, energy service company, Solar, Solar PV, Renewables, Energy Storage, Ice Storage, Energy Savings, Lighting, ESPC, Energy, Sustainability, Green,"/>
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31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company. Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you? <input type="text" value="Yes"/>
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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.

38 **Years in Business as Proposing Company**

Years in business as proposing company?

39 **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).

40 **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.

41 **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.

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

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

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

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

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

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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.

4
7 **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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8 **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.

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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.

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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?

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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?

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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?

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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?

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?

**6
3** **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.

**6
4** **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.

**6
5** **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.

YES

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 Remedies

8

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 Remedies Explanation of No Answer

9

7 Choice of Law

0

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 Venue, Jurisdiction and Service of Process

1

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 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.

None

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)

8
1 Solicitation Deviation/Compliance

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

Yes

8
2 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

8
3 Agreement Deviation/Compliance

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

Yes

8
4 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

8
5 Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

A. Firm is a publicly held corporation.

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. 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 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**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 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

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

**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 (87th 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**

Trane US, 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	VALID TYPED EMAIL IS REQUIRED	Phone
Chateau Girardeau	Rachel Tiehes	rtiehes@chateaugir.com	573-335-1281
Mineral Area College	Dr. Joe Gilgour	jjgilgour@MineralArea.edu	573-518-2146
Mineral Area College	Rodney Resinger	rresinger@MineralArea.edu	573-760-7899
Wentzville R-IV School District	John Blanton	johnblanton@wsdr4.org	636-327-3800 x. 20329
Normandy Schools Collaborative	Randal Charles	rcharles@normandysc.org	314-898-7568

Parkway Schools	Patty Bedborough	pbedborough@parkwayschools.net	314-415-8005

Required Confidential Information Status Form

Trane US, Inc.

Name of company

Scott Hardwick / Regional Manager - Comprehensive Solutions & Energy Services

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

101 Matrix Commons Fenton MO 63026

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

Signature _____ Date _____

OR

OPTION 2:

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




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

Signature Scott Hardwick Date 2-16-2022

6. Financial Strength / Bonding Capacity

a. Demonstrable ability to bond savings through third-party surety.

Please see the following letter and additional bond information in the Appendix, for evidence of Trane's ability and capacity to bond any projects that may result from this RFQ and subsequent solicitations relating to it. Said Performance and Payment (P&P) bond shall be in the amount of 100% of the approved installation project cost. Evidence of our ability to provide such bonds is provided in the form of a surety letter.

	<p style="text-align: right;">Federal Insurance Company 202B Halls Mill Road Whitehouse Station, NJ 08889-3454 Attn: Matthew Pierce 212-835-3119</p> <p>January 25, 2022</p> <p>Re: Trane U.S. Inc. – Surety Bond Capacity</p> <p>To Whom It May Concern:</p> <p>Federal Insurance Company, a corporation under the laws of the State of Indiana, with an office and place of business located at 202B Halls Mill Road, Whitehouse Station, NJ 08889, represents Trane U.S. Inc. for its surety bonding needs. As of the date of this writing, Trane U.S. Inc. remains in good standing with Federal Insurance Company, which is affording continued surety credit for bonded obligations with single project sizes up to \$100,000,000 within an aggregate bonded surety program of \$300,000,000.</p> <p>This letter is not to be construed as an agreement to provide surety bonds for any particular project, but is offered as an indication of Federal Insurance Company's past experience and confidence in the firm. Federal Insurance Company reserves the right to review terms and conditions of any proposals, contract documents, bond forms, financial arrangements and other underwriting considerations at the time the contract is awarded.</p> <p>If you have any questions or need any additional information, please do not hesitate to contact me.</p> <p>Sincerely,</p> <p> Jessica Iannotta, Attorney-in-Fact Federal Insurance Company A++ (Superior) by A. M. Best Financial Size Category XV</p> <p style="text-align: center;"></p>
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Warranty – Contract Language

Trane U.S. Inc. provides the following Warranty language as part of any contracting project.

Workmanship and Equipment Warranty. Trane warrants that, for a period of one year from the date of Final Completion (the “Warranty Period”), Trane-manufactured equipment installed hereunder and the installation work included within the Services (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane’s catalogs and bulletins. Notwithstanding the foregoing, with respect to Service Elements identified in Exhibit B.1 (Certificate of Substantial Completion and Acceptance), Trane shall have the option of commencing the Warranty Period upon the date of Substantial Completion with respect to such Service Element. For Trane-manufactured equipment not installed by Trane the Warranty Period is the lesser of 12 months from initial start-up or 18 months from the date of shipment. Equipment and/or parts that are not manufactured by Trane are not warranted by Trane and have such warranties as may be extended by the respective manufacturer.

Warranty Remedy. If Customer files a claim with respect to a defect in Trane-manufactured equipment or the installation work within the Warranty Period, Trane will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said Trane-manufactured equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to Trane until said equipment and Services have been paid for in full. Trane’s sole liability and Customer’s sole and exclusive remedy with respect to any warranty claim shall be limited, at Trane’s option, to Trane’s cost to correct the defective equipment or work and/or replace equipment shown to be defective. Trane’s warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Trane, improper operation, or normal wear and tear under normal usage. Trane shall not be obligated to pay for the cost of lost refrigerant.

The foregoing does not apply to Performance Period Services and the warranties for Performance Period Services are separately stated on Exhibit G of this Agreement.

THE WARRANTY, LIABILITY AND REMEDIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, OR REMEDIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.



Start Up & Equipment Warranty

Trane U.S. Inc. certifies the following for HVAC mechanical equipment, energy management system equipment, and electrical equipment proposed for any contracting project.

- A (1) one-year manufacturer's warranty on all proposed equipment shall be provided. Trane Service will perform warranty service and administration activities. This may include any or all of the following: on-site labor, parts procurement and/or technical supervision. The warranty period shall begin on the completion date or phase of the project. The mechanical system design, energy management system design, installation practices, and operation and maintenance practices shall not void the manufacturer's warranty. In the event that any warranty is voided during the warranty period, except for those acts demonstrated to be caused by negligence or willful misconduct by the District or District staff, complete repair or replacement will be provided at no additional cost to the owner.

- Factory-authorized startup will be provided for any proposed equipment. Factory-authorized service technicians will perform preventive maintenance and repair which are in accordance with recommended practices by the manufacturer during the warranty period.



Trane U.S. Inc.
101 Matrix Commons Drive
Fenton, MO 63026
(877) 857-2113

February 18th, 2022

Region VIII Education Service Center – TIPS
4845 US Highway 271 North
Pittsburg, TX 75686

RE: RFQ 220104 Energy Savings Performance Contracts

Dear Contact Person and Selection Committee:

Trane Technologies plc is pleased to submit the enclosed response to this Request for Qualifications. This proposal will demonstrate that Trane has the technical qualifications, highly experienced local team, and strong backing of a global \$13 billion corporation to fully support your project.

Trane has been helping TIPS Members keep their facilities comfortable and cost-effective since 1913. For the past 25 years, we have been offering performance contracting services that align with this solicitation. Trane provides a full range of energy services, including traditional energy and water conservation measures, renewable technologies, energy procurement and utility management services, power generation, and remote monitoring of your critical building systems. We'll provide whatever level of support you need.

When reviewing our proposal, factors such as Trane's application engineering knowledge, systems expertise, and technical solutions will be readily apparent. Together with Trane's dedicated energy services team, these factors demonstrate our commitment to a singular goal - delivering 100% TIPS Member satisfaction to our growing performance contracting client base.

Thank you for your consideration in reviewing our response to this RFQ.

Sincerely,

Beau Reynolds

Beau Reynolds
Account Executive
Comprehensive Solutions & Energy Services
(501) 366-4252
Beau.Reynolds@trane.com



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APPENDIX

- Company Information
- NAESCO Accreditation



1. References

Please provide references that have entered into an Energy Savings Performance Contract with the proposer.

i. Ability to successfully complete projects on time and to TIPS Member satisfaction.

The table below is a sample of some references Trane has successfully implemented within the past three years. This information was uploaded separately, as well.

Entity Name	Contact Person	Email	Phone
Chateau Girardeau	Rachel Tiehes	rtiehes@chateaugir.com	573-335-1281
Mineral Area College	Dr. Joe Gilgour	jjilgour@MineralArea.edu	573-518-2146
	Rodney Resinger	rresinger@MineralArea.edu	573-760-7899
Wentzville R-IV School District	John Blanton	johnblanton@wsdr4.org	636-327-3800 x. 20329
Normandy Schools Collaborative	Randal Charles	rcharles@normandysc.org	314-898-7568
Parkway Schools	Patty Bedborough	pbedborough@parkwayschools.net	314-415-8005

2. Project Management

A. Comprehensive and Rationale of Project Management

a. Comprehensiveness and rationale of project management plan, based on :

- i. Approach to project management, including staffing and contractor oversight*
- ii. Ability to successfully complete projects on time and to TIPS Member satisfaction.*

Building Audit Approach



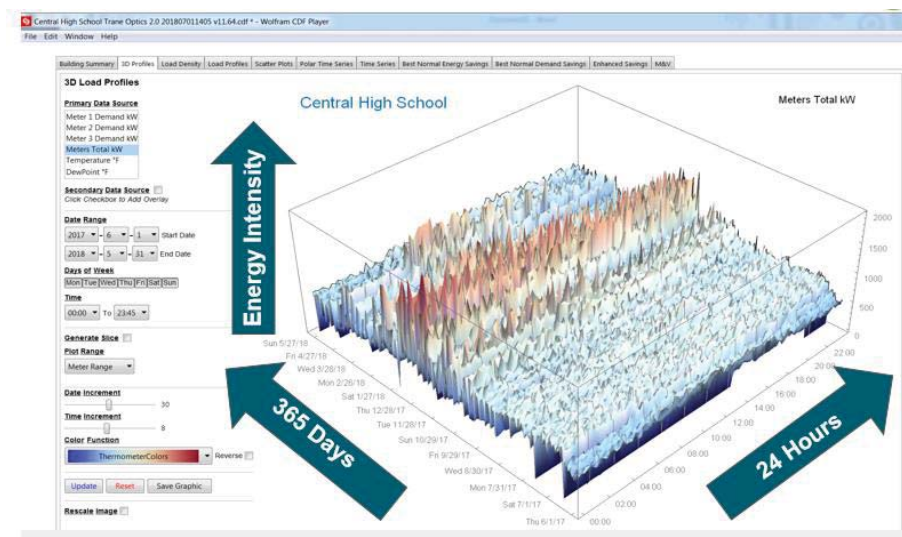
Auditing your buildings to pinpoint the most appropriate energy conservation measures (ECMs) is a two-step process. First, a **Preliminary Audit** identifies a wide range of potential ECMs that both of our teams evaluate. The results determine which ECMs will be explored in greater detail via an **Investment Grade Audit**.

Preliminary Audit

Before auditing a single building, our team members will interview management and building operations staff to fully understand your objectives for this major undertaking. This is the first of many meetings and workshops that we'll conduct so that we don't miss the big picture amid a mountain of details.

A Preliminary Audit allows our team to determine potential cost savings related to energy, water, and wastewater use, as well as the operations and maintenance of your building systems. We study energy use, comfort requirements, operating efficiency, and environmental impact. The information gathered during this initial phase should provide enough data for both of our teams to make an informed decision regarding which energy conservation measures (ECMs) should be researched further in a more detailed audit.

Trane's Energy Optics tool generates a 3-D view of a building's existing energy use (shown below), which allows our team to identify trends and inconsistencies, as well as potential savings opportunities.



The auditing process involves **frequent team meetings and communications** to accurately define and confirm the project's scope and direction. Your team's input will help us verify and reach agreement in these key areas:

- General direction and goals for the project
- Scope of ECMs and savings strategies
- Baseline utility and operating cost profiles
- Project funding and financial approach

Based on the audit findings, we will provide documentation for your team to review and offer suggestions that will be more fully explored in the Investment Grade Audit phase.

Investment Grade Audit

The next step is to drill deeper and either validate or modify the recommendations presented in the Preliminary Audit report. This is the Investment Grade Audit (IGA), which typically features a third-party engineering firm to perform unbiased analysis of the results of the Preliminary Audit.









With your team's assistance, we will conduct a more detailed examination of all mechanical, electrical and plumbing systems – as well as the building envelope. We will identify the current condition of each facility, the urgency of any necessary improvements, potential for structural envelope changes, financial viability of each improvement measure and potential operational efficiencies that can be captured.

The final IGA report will incorporate feedback from your management team and facility staff so that the project will fully achieve your operational and financial goals.

During the IGA, Trane relies on our TIPS Members to provide the following:

- Assist in gathering necessary information as detailed in the table below, including, but not limited to, copies of current utility bills
- Access to contracts in place with utilities for evaluating whether to pursue more favorable terms
- Access to all facilities and escorts, if necessary
- Access to building automation and energy management systems
- Time for interviews with building occupants, maintenance personnel and janitorial personnel to better understand your facilities, how they operate, inherent issues with operation, hours of operation, etc.
- Availability of personnel for strategic meetings

The following information is collected during the Investment Grade Audit...

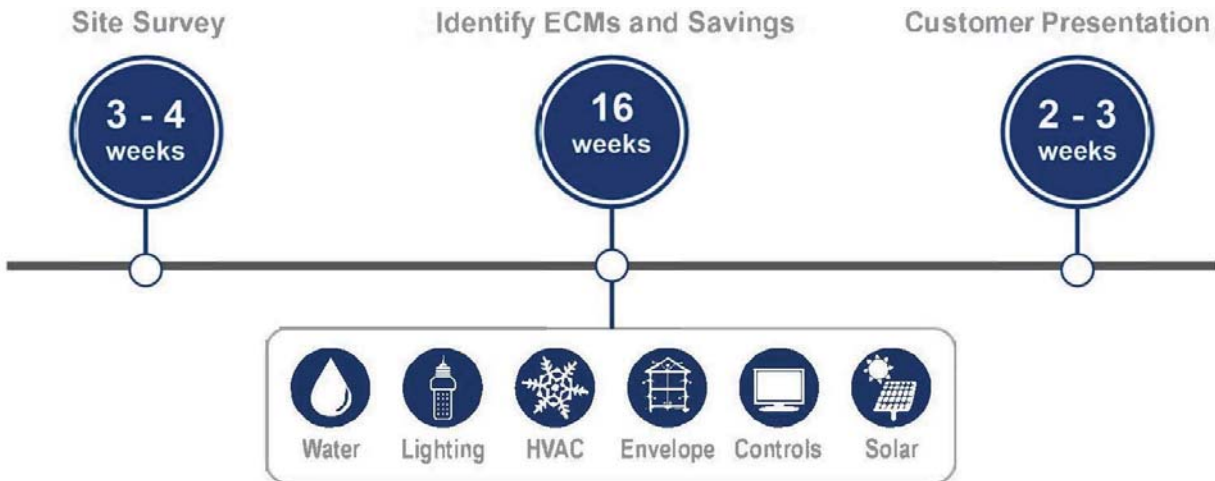
IGA Categories	Examples of Information Collected
 General	<ul style="list-style-type: none"> • Obtain copies of building and controls drawings • Interview key building personnel • Review existing energy savings program
 Building Envelope	<ul style="list-style-type: none"> • Collect building floor plans • Note window, roof types, conditions and age • Note general, readily observable building condition and/or problems
 Lighting and Water Systems	<ul style="list-style-type: none"> • Detailed room-by-room lighting audit with light level measurements • Detailed room-by-room audit of all water-consuming devices
 HVAC Systems	<ul style="list-style-type: none"> • Inventory all equipment, including nameplate information • Investigate existing direct digital controls (DDC) system and available trend data • Document existing system set-points • Measure power draw from equipment (fans, pumps, etc.) • Identify existing performance issues with equipment
 General Building Equipment	<ul style="list-style-type: none"> • Inventory all equipment, including nameplate information • Document equipment schedules • Identify existing performance issues with equipment
 Non-Building Equipment Loads	<ul style="list-style-type: none"> • Identify all major loads not associated with the building operation, such as computer equipment, kitchen equipment and heat recovery equipment
 Utility Bill Analysis	<ul style="list-style-type: none"> • Acquire all TIPS Member utility billing for the past 36 months • Acquire utility rate schedules • Review utility billing for conformance with rate schedule • Identify opportunities to change rate schedule or utility provider • Provide comparison of energy usage to similar facilities in the same geographic area
 Hazardous Materials Assessment	<ul style="list-style-type: none"> • Interview TIPS Member staff to identify any known hazmat conditions • Collect and review any previously completed assessments or studies conducted for TIPS Member • Complete assessment of facilities (define/identify areas of potential concern) • Create an agreed-upon plan to handle situations

Upon acceptance of the IGA results, Trane will finalize the project design in partnership with TIPS member. We will work closely with your team to prioritize needs and determine areas of concentration. At this point, the engineering and design criteria for all potential facility improvement measures are determined. All engineering and construction drawings, as well as software engineering, will be completed in accordance with standard industry practice.

Anticipated IGA Milestones

The IGA timeline can vary. The reason for this variance is directly associated with the “business model” that will be used when developing the contract documents. The final IGA duration is dependent on the depth and breadth of the IGA final scope, which will be determined in a collaborative effort with TIPS MEMBER as a result of the findings presented from the Preliminary Audit.

The graphic below depends on how many facilities are to be involved.



Performance Contracting Process and Facts

Because energy performance contracting projects have a high degree of complexity, we have developed a streamlined process that encourages your collaboration at every stage – thereby avoiding surprises down the road. **Together, we will make decisions regarding all improvement measures**, how they will be financed, which products and systems will be installed, and how the results will be measured and reported for the duration of the contract. The table below illustrates our step-by-step approach to developing, implementing and supporting a performance contracting program:

Performance Contracting Flow



Preliminary Audit

The Preliminary Audit will give our engineers a good indication of the potential for facility improvements and the savings they are likely to generate. These will be subjected to greater scrutiny in the Investment Grade Audit phase.



Investment Grade Audit

Once a potential list of improvements is identified, a more detailed audit – called an Investment Grade Audit – will determine which measures best fit the project's financial payback criteria, and which ones should be postponed for future consideration.



Selection of Energy Conservation Measures (ECMs)

Our engineers have a wealth of experience designing and developing energy and water conservation measures, renewable energy and other technologies, IT infrastructure, fleet management and many others. Together, we will select the ECMs that meet your financial and operational criteria.



Project Financing

Trane works with strong lenders who understand performance contracting and can obtain the lowest interest rates and most advantageous loan terms. We can help TIPS Members secure grants, rebates and other forms of alternative funding for major energy projects.



Installation of ECMs

You will approve all new equipment, systems and subcontractors long before we mobilize our construction team. We are very experienced in making sure that our installation activities have minimal impact on your day-to-day operations.



Training Your Staff



As soon as the final improvement measures are selected, we begin working with your operations management team to structure a training program that will allow your staff to effectively operate the new equipment. We also offer skills enhancement training in other areas, if desired.

Commissioning of Systems and Equipment



Together, we will develop a commissioning plan that will ensure all new systems and equipment are performing as designed. Trane can utilize an in-house or a third-party commissioning agent.

Turnover to Owner



Once the commissioning process is completed to your satisfaction, Trane receives a signed certification of completion. Our team will then deliver Operations and Maintenance manuals for the new systems and equipment.

Measuring the Project's Results



After making a large investment in a wide range of facility improvements, you will want assurance that they are delivering the expected savings. Our measurement and verification (M&V) process is transparent and agreed upon during the ECM development phase.

Reporting the Actual Savings



Our engineers take periodic measurements of the equipment performance and issue quarterly reports, comparing the actual savings to the guaranteed amount. These figures are reconciled annually. Any excess savings are yours to keep. If actual savings fall short of the guarantee for that year, we will write a check for the difference or provide equivalent services or products.

Maintenance of Equipment



Regular maintenance must be provided on new equipment as long as the performance guarantee is in place. This service can be provided by your staff, by Trane or by a third-party firm. Trane offers one of the HVAC industry's largest and most experienced force of service technicians, who know how to optimize the performance of facility equipment from most manufacturers.

Additional Support




Our local offices are fully staffed to provide ongoing support for additional HVAC, building automation and control systems, as well as parts and other services that you identify. We are also able to provide a wide range of energy and operational consulting services.



Our ability to successfully complete projects on time and to customer satisfaction is reflected by how many customers have engaged Trane in multiple ESPC projects because they were satisfied that we lived up to our promises. These include:

- Wesleyan University (CT): 10 phases
- City of Lynnwood WWTP (WA) 7 phases
- Shawnee Mission Unified School District 512 (KS): 6 phases
- Yorktown Community Schools (IN): 6 phases
- Shelby County Schools (AL): 6 phases
- Dighton-Rehoboth Regional School District (MA): 5 phases
- Knox County Schools (TN): 5 phases
- City of Lynn (MA): 4 phases
- Racine Unified School District (WI): 4 phases
- Johnson City Central School District (NY): 4 phases
- Lafayette School Corporation (IN): 4 phases
- Lee's Summit School District (MO): 4 phases

Project Management Process



Our meticulous construction process – perfected over several decades – allows our **projects to operate like clockwork** to ensure that the agreed-upon timeline and costs will not veer. The well-documented steps below summarize everything from the construction kick-off meeting to turn over the equipment to your staff.

Trane’s long-standing success in implementing performance contracts is tied directly to the expertise of our professionals and the bullet-proof processes that are in place. From managing construction in a fully occupied building to addressing a TIPS Member emergency, our project managers, site superintendents and administrators play a vital role in every project. They are focused on complete TIPS Member satisfaction.

We have established the following processes to provide a seamless transition from the green light to proceed through the project closeout and turnover of as-built drawings:

Construction Management



1. Management Tools



Trane uses **Microsoft Project** to create a detailed construction schedule, beginning with a preliminary design meeting and concluding with turnover to the TIPS Member. All milestone events are captured in a Gantt Chart, which helps the construction team assign resources, analyze workloads, track progress and manage the budget.

2. Communication



Our performance contracting success springs from the high importance placed on communication between our project management team, the TIPS Member's team, and the subcontractors who perform the installation. We are skilled at avoiding the common pitfalls of poor communication, which may result in scheduling conflicts or delays in resolving issues. **A customer kickoff meeting** establishes the communication hierarchy between all entities. Weekly team meetings are held throughout the installation phase to continue the planning and coordination effort, and to inform all team members of the project status.

A focal point of these meetings is to closely coordinate the building's operations – and the needs of its occupants – with the construction activities. Trane's project manager and on-site superintendent will manage all installation subcontractors to ensure minimal interruption in day-to-day operations.

3. Planning and Scheduling



The project schedule is broken down into small manageable and measurable components, called a **work breakdown structure**. Each individual activity is then sequentially arranged and connected to other dependent activities to establish the project's critical path. This monitors progress to ensure that the project remains on target. The project management team also acts as a liaison between your personnel and the on-site subcontractors. Any conflicts in scheduling that arise during the installation phase are easily resolved through effective communication.

4. Field Validation



After Trane has been given a Notice to Proceed, the preliminary findings outlined in our proposal will need to be **field-verified for "constructability,"** which means identifying obstacles that could cause errors, delays or cost overruns. This field validation will be incorporated into our final construction design. A set of engineer-stamped documents will be established for the project's scope of work. To provide full transparency, a third-party engineer will stamp the construction documents. The final documents will be reviewed with your team and then submitted for construction permits.

5. Mobilization



Upon completion of the construction documents, each component of the project will be organized into **sub-trade packages**. Each sub-trade package will be validated with our proposed design, schedule and pricing structure. Sub-trade packages will be bid to local subcontractors, in most cases.

We will team with local subcontractors to develop our baseline pricing structure and anticipated scopes of work. This will minimize risk and any surprises after final engineering and design is completed. Upon the completion of the validation and engineering process, the sub-trades will be contracted and will begin to mobilize. **Material and equipment will be ordered and expedited** in conformance with the project schedule.

6. Implementation



The project schedule will be finalized and reviewed with your team prior to implementation. Along with the weekly TIPS Member team meetings noted above, Trane holds **weekly construction progress meetings** with all subcontractors and major suppliers. This ensures that the construction progress remains in compliance with the project schedule.

Each subcontractor is required to maintain and submit daily logs documenting manpower, areas worked, tasks completed, and any safety issues or concerns. These are reviewed by the project manager and site superintendent in order to **monitor manpower requirements** and maintain accurate records for future reference. The site superintendent will closely coordinate the work of all trades involved in the project.

Trane requires all subcontractors to hold **weekly safety meetings** to address any anticipated safety concerns or any outstanding safety issues that need to be addressed. Trane's safety department requires strict compliance with the company's safety policies and all OSHA requirements. Trane enjoys an excellent Safety Experience Modification Rate (EMR) of 0.60, compared to the industry average of 1.00 – which means we have a much stronger safety track record than many of our peers.

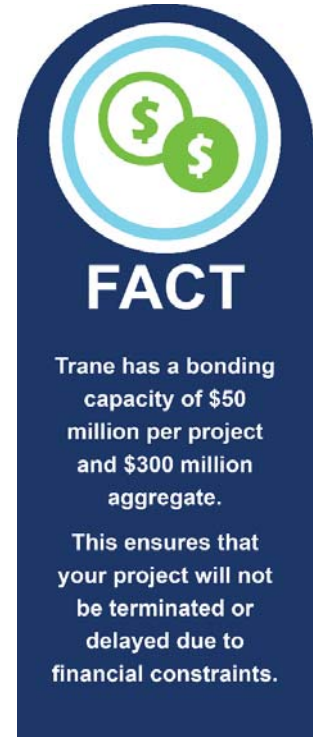
Sets of **as-built drawings** will be updated on a daily or weekly basis as required, according to progress made by each subcontractor. This enables our TIPS Members to maintain an accurate record of construction after project completion. The as-built drawings are submitted at the end of the project with the equipment installation documentation, as well as operations and maintenance (O&M) manuals of all installed components.

7. Commissioning



Upon the completion of construction, our team will **identify a list of deficiencies or incomplete components** in the scope of work. Each subcontractor is required to complete all outstanding items within a reasonable timeframe and within the project schedule. Subcontractors also are required to submit final as-built drawings, which will be incorporated into a final set of documents prepared by the project engineering and design team. These drawings are packaged with all other construction installation documentation, equipment O&M manuals, warranties and any other documentation from the construction phase.

Trane can utilize an in-house or a third-party commissioning agent to perform functional testing and verify that all systems are working to specification. Whichever you choose, the results will be reported directly to your team, and Trane will be held accountable for the results.



FACT

Trane has a bonding capacity of \$50 million per project and \$300 million aggregate.

This ensures that your project will not be terminated or delayed due to financial constraints.

8. Construction Closeout






Project Closeout involves both a legal and transitional component. All commissioning documents described above, as well as other contract documents, are submitted, providing a complete and accurate record of the project’s construction phase. Trane then receives a **signed certificate of completion** from the TIPS Member, acknowledging that all project requirements to date have been achieved. The warranty start dates and terms for each newly installed piece of equipment or system are established and communicated. The project is then transitioned to Trane professionals who will provide any contractually required maintenance, measurement and verification (M&V) or other services.

Mitigating Disruptions to Daily Operations

Virtually all of our performance contracting projects feature construction activities across multiple buildings and work in occupied spaces. Our local team is experienced in scheduling work activities and implementing energy conservation measures (ECMs) in a way that minimizes disruption to daily operations. We will work with your team to develop an effective project schedule and coordinate all implementation activities with project site representatives. For work performed in occupied areas – such as lighting and water conservation upgrades – we will attempt to schedule installation during low-occupancy times, as well as publish work schedules and estimated completion times well in advance.

Based on input from each building manager, we will develop a detailed phasing plan for each facility for your team’s review prior to the start of construction. This phasing plan will include allowable work hours, days of the week that work is to be completed, and acceptable shutdown times for each occupied space.

To keep your project on track and to minimize disruption to day-to-day activities, our team will:

 <p>Pre-fabricate materials in preparation for high periods of construction activity</p>	 <p>Schedule major construction activities during holidays and unoccupied times</p>	 <p>Employ night and weekend schedules to maintain progress throughout the year</p>	
<p>Perform lighting and water retrofits early in the project to accelerate savings</p> 	<p>Concurrently schedule major construction activities that generate noise for an extended period of time</p> 	<p>Publish schedules in advance, and coordinate any shutdowns or entry into occupied spaces w/building occupants</p> 	<p>Perform daily/nightly clean-up and inspections</p> 

Training Process



You will receive new, state-of-the-art building systems through this project. We'll make sure to train your operations staff to expertly operate and maintain these systems to ensure that they generate the expected savings. If requested, we also can provide advanced training so that your staff can solve more services issues in-house.

New equipment will achieve a substantial part of the savings that you expect from a performance contract. Proper training of your staff on how best to operate that equipment will complete the picture. Furthermore, an investment in boosting the skills of your facility staff will keep your buildings at peak operating efficiency.

Trane provides complete training resources to help you achieve these goals, including both technical competency and behavior modification training to underscore the importance of energy conservation.

To begin with, we'll assess the skills of the people who operate and maintain your buildings. This will involve interviews with facility managers and staff. Once we understand their competency levels, we'll recommend a training plan to upgrade their skills in order to maximize the energy savings promised by the new equipment. **The selected training program will be mutually agreed upon by both of our organizations.**

Several Training Options

You can choose from a variety of training programs, which can be conducted at your location, at a nearby Trane office, at our national training centers, or through training manuals. We can include any combination of these resources, depending on your preference. This project includes on-site training; the other training options below are available for an additional cost.

Select the Training Method That Works for You



On-Site Training
(your facilities)



Office Training
(Trane local office)



Trane University
(factory training)



Air Conditioning
Clinics *(manuals)*

Our course instructors have strong controls and HVAC service backgrounds. They draw on the expertise of Trane applications engineers, product engineers, technical support engineers and product development teams to provide the highest quality training experience. This means that your staff will be equipped with the most current best practices in facility operation.

On-Site Training: This training is designed around applications specific to your facilities. Examples include:

- System training to understand chillers, dehumidification, and rooftop variable air volume units
- Controls training to obtain the best performance from your building automation system
- Boiler plant efficiency and maintenance, lighting, and water conservation measures
- Shadowing Trane technicians while we provide contracted maintenance services

Office Training: Enjoy customized training for your employees at our offices. This includes the material covered in our Trane University courses listed below.



Trane University: Trane University offers Building Systems and Controls training in St. Paul, MN and Technical Service training in La Crosse, WI. These courses also can be conducted at Trane offices throughout North America. In either case, our instruction will further advance your staff's understanding of systems and the interaction between various components. Well-trained facility managers and technicians will minimize service costs by efficiently identifying and correcting problems.

Building System and Controls training offers a comprehensive portfolio of technical courses to help you effectively monitor and coordinate your HVAC equipment and systems using your Trane building automation system.

Technical Service training offers factory training for commercial systems service, maintenance and operation. These courses are designed to increase technician competence and confidence when servicing HVAC and controls systems.

Trane Clinics: We've developed several training manuals to support our in-person training efforts, including an A/C Clinic. This comprehensive course covers the fundamentals of heating, ventilating, and air conditioning. Each clinic includes a student workbook, with corresponding quiz questions/problems. This is a cost-effective way of increasing the competency of your staff.



Trane University is accredited by the International Association for Continuing Education and

Staff Involvement

An important, but sometimes overlooked aspect of a performance contract is the impact of building occupants on the project's overall success. In addition to facility staff, your employees should understand the importance of energy conservation and how their day-to-day actions can contribute to the project's total savings. Through this type of education, we are striving to change the *culture*, not just the *building*. The goal is to provide your staff with no-cost or low-cost strategies that they can implement quickly, thereby increasing the program's overall savings.

B. Establishing Baseline Energy Use

b. Method employed to establish baseline energy use in individual buildings and facility-wide

Project Development Process



This section walks you through the complex process of establishing a building's baseline energy consumption, which allows the savings generated by facility improvements to be accurately measured. A baseline is created through **computer modeling of the building's energy loads** and simulating its hourly operation over the course of a year.

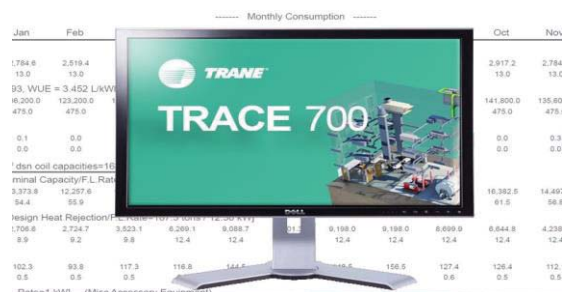
Building Modeling

As an HVAC systems manufacturer, we understand the challenges of designing the most efficient, lowest-cost HVAC solution for each facility. That's why we developed Trane Air Conditioning Economics, or TRACE™ – a design-and-analysis software program that helps HVAC professionals optimize the design of a building's heating, ventilating and air-conditioning system based on energy utilization and life-cycle cost.

TRACE™ 700 has been a mainstay of the engineering design community for decades. TRACE™ 3D Plus is the newest design tool and produces a three-dimensional image of the building under consideration.

TRACE™ 700 and TRACE™ 3D Plus meet the requirements for simulation software set by ASHRAE Standard 90.1-2004-2010 and the LEED Green Building Rating System. They are among the U.S. Department of Energy's approved building modeling software packages.

Both versions are recognized by the U.S. Internal Revenue Service as a Tax Deduction Qualified Software, which calculates energy and power cost savings that meet federal tax incentive requirements for commercial buildings.



Many of Trane's competitors use TRACE™ 700 to develop energy efficiency projects because it's recognized as one of the industry's leading building modeling tools.

Depending on the project requirements, we use TRACE™3D Plus or TRACE™ 700 for building energy simulation analysis, and the resulting simulation models are the basis for our energy savings guarantee. These building modeling tools provide the power to analyze many different building aspects, systems, controls and equipment. Building simulation software determines building energy consumption using data such as:

- Building square footage, construction and orientation
- Climate
- Occupancy rates and schedules
- Lighting fixtures and schedules
- Equipment efficiencies and schedules
- Temperature setpoints
- Utility rate structures

ECM Interactions to Consider

When ECMs are analyzed to predict savings, care must be taken to account for the interaction between ECMs. Buildings are comprised of dynamic systems, and when a single change is made to one system, others may be affected.

An example ECM to illustrate this point is a lighting retrofit:

Installing more energy-efficient lighting systems reduces the electrical load, but results in less internal heat gain. While cooling costs will decrease, heating costs will rise. The cooling savings typically will outweigh the higher heating costs. The interactive effects of lighting retrofits are relatively well understood and the expected savings can be quantified with engineering formulas. Other ECMs may require computer simulations to accurately quantify savings.

Demand and Consumption Profiles

Once the building model has been created, the monthly and annual demands along with the consumption profiles for each facility and energy type are simulated. Using actual utility rate structures, the projected monthly and annual utility dollars are calculated and compared to the actual utility consumption data.

The simulation model provides a profile of energy use by building function and can be used to model proposed improvements. After the design specifications are completed, the building model incorporates both the recommended and desired facility improvements. Computer modeling allows a precise determination of the projected energy savings achieved by the combination of all proposed improvements.

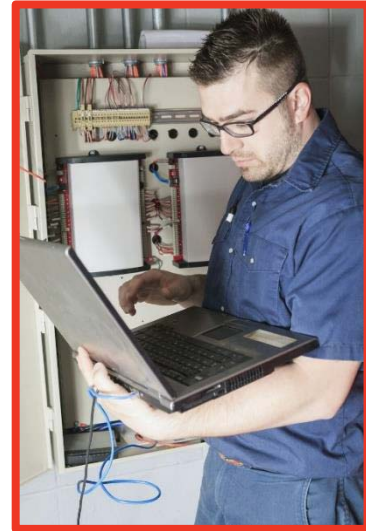
Baseline Calculation Methodology

Savings are calculated by comparing actual energy usage after project completion with a baseline – defined as the amount of energy the facility would have used if the project had not been implemented. **The baseline is a 12-month period of pre-project utility consumption** typically determined from the building's utility bills.

Building simulation software determines building energy consumption using data such as: building square footage, building construction, building orientation, climate, occupancy rates and schedules, lighting fixtures and schedules, equipment efficiencies and schedules, temperature setpoints, and utility rate structures. A baseline will then be established by using the information calculated in the building modeling and utility bill analysis.

Our approach to creating a baseline involves the following steps:

- Choose a baseline year
- Determine relevant variables for each facility
- Collect data on energy and water consumption for each facility
- Use regression analysis to normalize the data (if applicable)
- Compute changes in energy and water intensity from the baseline
- Determine total and new energy and water savings



Energy Savings Calculations

Dollar Savings Calculations ➤ The savings projections generated through software modeling are then correlated to dollars by examining the appropriate utility rates, consumption and demand for a given facility and/or meter.

Utility Rate Structure ➤ Applying the appropriate utility rate structure to the energy consumption calculated from TRACE™ 700 or TRACE™ 3D Plus gives the operating cost of the building. This operating cost is compared to the actual cost obtained from the utility bills. The resulting model is then used as the base model from which energy and cost savings are computed. This report sequentially adds (cascades) the recommended energy conservation measures (ECMs) to the base model to show ECM interaction.

Weather Conditions ➤ The building's existing envelope, internal conditions and schedules, and energy-using systems as described above are input into the TRACE™ 700 or TRACE™ 3D Plus program. The input is interlaced with Typical Meteorological Year (TMY) weather data to calculate annual energy consumption and cost representative of existing conditions. Because weather conditions vary from year to year, the calculated annual energy consumption and cost will not (and should not) exactly match the actual energy consumption over the past year. However, the calculated results should be close in value to the actual consumption and cost.

Mutually Agreed Upon Savings ➤ Another customary practice is to agree upon values for savings parameters, such as occupancy hours or operating conditions. For example, we will sample a lighting fixture's power draw before and after the ECMs are installed. Trane and the TIPS member will agree upon the facility's operating hours based on data from the site survey. All agreed upon values need to be verified. This is accomplished by comparing actual conditions observed during site inspections with the operating profiles generated in our computer models.

Operational Savings Calculations

Operational savings may be a significant contributor to the economic benefits of a performance contracting project. These savings are generally realized from replacing aging, high-maintenance equipment with newer, more reliable equipment, as well as from applying new technology to more efficiently manage plant operations.

There are three categories to consider when quantifying operational, or non-energy, savings:

- 1. Direct Cost Avoidance:** Reduction or elimination of existing or planned service contracts, as well as material, supply, and labor expenditures.
- 2. Indirect Cost Avoidance:** TIPS Member valuation, including such items as redeployed labor resources and reduction in overhead. These are sometimes referred to as “soft savings” and can be included at your direction.
- 3. Future Capital Cost Avoidance:** Future replacement expenditures avoided as a result of new equipment installed.

Operational savings are determined and agreed upon by both parties, and will not be measured or verified during the guarantee period of the contract. As is standard in the energy services industry, operational savings are stated (or stipulated) in the performance contract document.

Baseline Calculations and Adjustments

Your savings from this project will be calculated by comparing actual energy usage after project completion with a baseline, or the amount of energy the facility would have used if no changes were made. The baseline is a 12-month period of pre-project utility consumption typically determined from the building’s utility bills.

We use building simulation software to determine each facility’s energy consumption. Factors include square footage, building construction, building orientation, climate, occupancy rates and schedules, lighting fixtures and schedules, equipment efficiencies and schedules, temperature setpoints, and utility rate structures. We then establish a baseline by using the information calculated in the building modeling and utility bill analysis.



Our approach to creating a baseline involves the following steps:

- Determine relevant variables for each facility
- Collect data on energy and water consumption for each facility
- Use regression analysis to normalize the data (if applicable)
- Compute changes in energy and water intensity from the baseline
- Determine total and new energy and water savings

Your team will help us during this process to make sure that the baseline, which becomes part of the contract, is mutually agreed upon and thoroughly understood by all stakeholders.

Baseline Adjustments

Some factors may change during the term of the performance period, including weather, physical modifications to the facility, variations in process loads, heat exchanger fouling, or changes to a facility's operating hours or usage. The baseline energy use is then adjusted up or down for these and other factors that are beyond Trane's control. The following are the most common reasons for baseline adjustments:

Building Utilization: The total number of building occupants is a variable that will be adjusted if the number of occupants rises above or drops below the baseline quantity. Building Occupancy Hours are the hours the building is occupied and/or equipment and lighting are utilized. These variables will be adjusted if the number of hours rises above or drops below the specified quantity. Buildings with energy management equipment will be monitored by Trane to verify hours of equipment operation. Buildings without energy management systems will require equipment operation logged by your facility personnel or by other arrangements with Trane.

Building Changes: The baseline will be adjusted to account for any building square footage changes, major remodeling, and addition of equipment or change in usage. These adjustments will be mutually agreed upon by TIPS MEMBER and Trane.

Equipment Loads: The equipment loads incorporated into the energy baseline developed during the Investment Grade Audit will be carefully measured and documented. If new equipment loads are added or existing loads are removed, a baseline adjustment may be necessary to account for the variation in energy consumption as a result of the change. The magnitude of any baseline adjustment is determined using sound engineering principles, including computer building simulation models.


Weather Variations: Weather corrections are made based on heating and cooling degree days to the baseline energy consumption. The Measurement and Verification (M&V) program utilizes the industry-accepted computer program Metrix to track the baseline energy consumption against the actual energy consumption after construction is complete. The Metrix program will create a regression equation using the historical utility bills for each baseline building meter and will compare the current energy usage and weather data to the baseline. The program accounts for statistical changes in the weather based on heating and cooling degree days.

The contract objective will be to adjust the baseline energy use up or down for factors beyond the control of Trane (e.g., building occupancy or weather) and adjust the post-installation energy use for Trane-controlled factors (e.g., maintenance of equipment efficiency).

C. Measurement and Verification

c. Method of measurement and verification used to demonstrate energy use reduction and cost savings as guaranteed

Measurement & Verification Process



The only way to know much money you're saving with the new equipment is by carefully measuring the results – in a manner that both of our teams agree on while the project is still being developed. Illustrated below is our approach this important process, which **virtually always produces more savings than are guaranteed (99.82%)**.

During the **Project Development phase**, we strive for the ideal balance between conservative savings projections and sufficient scope to maximize your benefits from the improvements.

The following process is followed during the **Performance Period phase** of a contract to document actual energy savings compared to the guaranteed amount. Our team will invest significant time proactively planning and scheduling data collection, analysis, and reporting activities in conjunction with your needs and availability.



Collaboration



Data Collection



Data Analysis



Reporting



Resolution

Collaboration: Our Performance Period process is collaborative and transparent. We're focused on providing deliverables that communicate actual results in a manner that is easily grasped by all stakeholders.

Data Collection: We will automate data collection wherever possible through leveraging the existing Trane digital controls systems and any data acquisition software from metering improvements, utility bill auditing, and renewable energy measures. This will minimize the cost of multi-year data collection and maximize value to TIPS MEMBER.

Data Analysis and As-Built Energy Savings: We will aggregate and evaluate all energy data to quantify performance and savings for each ECM.

Reporting: Trane will reconcile savings and report to TIPS MEMBER quarterly, unless a different reporting frequency is desired. With quarterly reporting, potential issues can be identified early and resolved during the guarantee year. At the end of each guarantee year, a reconciliation report will be presented to your team for review.

Resolution of Potential Issues: Trane has a long-standing history of excellence in fulfilling our promises. **More than 99% of our performance contracting projects generate more savings than are guaranteed.** In the event of a savings shortfall, we will stand behind our commitments and either issue TIPS MEMBER a check for the difference, or provide products or services equal to the shortfall amount (at your discretion). It's that simple.

IPMVP Protocol

Trane adheres to the well-established International Performance Measurement and Verification Protocol (IPMVP) for confirming the benefits of the installed ECMs. The four IPMVP methods are summarized below. Together, we will select whichever Option proves to be the most prudent for each individual ECM after the project is fully developed.



Retrofit Isolation: Key Parameter Measurements

This is applied to ECMs where there is one specific and key variable that best indicates the potential for energy savings.

The verification techniques for Option A determine energy savings by measuring the capacity or efficiency of a system before and after a retrofit, and multiplying the difference by an agreed-upon or “stipulated” factor, such as hours of operation or load on the system. Careful review of ECM design and installation ensures that stipulated values fairly represent the probable actual value.



Retrofit Isolation: All Parameter Measurements

Verification techniques for Option B are designed for projects where long-term continuous measurement of performance is desired.

Under Option B, individual loads are continuously monitored to determine performance, and this measured performance is compared with a baseline to determine savings. Option B M&V techniques provide long-term persistence data on ECM operation and performance. This data can be used to improve or optimize the operation of the equipment on a real-time basis, thereby improving the benefit of the retrofit. Option B also relies on the direct measurement of affected end uses.



Whole Facility

Verification techniques for Option C determine savings by studying overall energy use in a facility and identifying the effects of energy projects from changes in overall energy use patterns.

This approach is intended for measurements of the whole-facility or specific meter baseline energy use, and measurements of whole-facility or specific meter Post-implementation (Post) energy use can be measured. The methodology to establish baseline and Post-parameter identification, modeling approach and baseline or model adjustments will be defined in the performance contract document. Periodic inspections of baseline energy usage, operating practices, facility equipment and meter measurements will be necessary to verify the ongoing efficient operation of the equipment, systems, practices and facility, and savings attainment.



Calibrated Simulation

Option D is intended for energy retrofits where calibrated simulation of baseline energy use and calibrated simulations of post-installation energy consumption are used to measure savings from the retrofit.

Option D can involve measurements of energy use both before and after the retrofit for specific equipment/systems or whole-building data for calibrating the simulation(s). Simulation routines must be demonstrated to adequately model actual energy performance measured in the facility. This option usually requires considerable skill in calibrated simulation. Energy use simulation is calibrated with hourly or monthly utility billing data and/or end use metering.

M&V Cost Considerations

The ongoing effort required to monitor the performance of a project (predominately labor) carries a cost over the life of the contract term. This expense is typically shown separate from asset expenditures. At a minimum, each M&V Option should be considered within the context of the:

- Absolute magnitude of the savings
- Relative magnitude of savings compared to the total energy consumption of the facility
- Complexity of the ECM(s) implemented.

Option A Costs

This option is typically applied to lighting, water and building envelope retrofits. In the case of lighting, for example, the reduction in power consumption by replacing an inefficient lamp with a more efficient lamp is well understood. Therefore, if the hours of operation can be agreed upon (and therefore stipulated), then the amount of savings is easily determined. If the size of the building/retrofit was small, then it would not make sense to erode savings by paying for an ongoing reconciliation of the energy consumption via a more expensive M&V option. Even in a large building/retrofit, if the magnitude of lighting savings was small compared to the total energy consumption, then the natural fluctuation of the building's energy consumption may obscure the lighting reduction.

Option B Costs

This option is classically applied to a subsystem of a larger facility. A good example would be a chiller or boiler retrofit in a mechanical room. The proper instrumentation would be applied to the piece of equipment, and its performance would be measured continuously and independently of the total facility for a prescribed period of time – or for the life of the M&V term. Option B is also commonly used for a building controls upgrade.

Option C Costs

Typically applied when multiple ECMs are implemented within a facility and there is no need to measure and verify the performance of each ECM independently. Also, the aggregate of the savings should be significant enough that normal building energy fluctuations will not obscure the ability to see the savings at the whole building utility meter(s). This method compares the monthly utility bills with calibrated computer models, and is routinely adjusted for

weather conditions, production conditions, etc. that may materially affect the tuning of the computer models.

Option D Costs

Typically, this option would only be used on new buildings with no utility history. Option D is a rare case when the client wants an energy performance contract on a new building or new construction. There is no utility data to model savings on, so the building characteristics are modeled and utility data is estimated for the initial model. Then, once the building has at least a year's worth of utility bills, they are plugged back into the model to calibrate it.

3. Successful Experience with ESPC

a. Business unit dedicated to providing guaranteed energy savings programs.

A. Business Unit Dedicated to ESPC

Trane Energy Savings Performance Contract (ESPC) Resources

Trane’s Comprehensive Solutions business unit is focused on guaranteed energy savings projects – from conducting building audits to measuring project performance throughout the contract term.

Trane is an ESCO with vast in-house capabilities for design, equipment, contracting, controls, service, and project financing. Our organizational chart illustrates the large pool of experts available to provide support to project teams performance contracting projects across the United States.

<p>Trane Key Resources</p> <ul style="list-style-type: none"> Project Developers (48) Energy Engineers (44) M&V Engineers (10) EH&S Specialists (58) Technicians (1800+) Commissioning Agents (30) Quality Control Specialists (30) Construction Managers (133) Trainers (60) Marketing/Technical Writers <p><i>* Approximate resources available to support projects across each phase</i></p>	<p>Trane Subject Matter Experts</p> <ul style="list-style-type: none"> Utility Supply Side Specialists Renewable Energy & Power Systems Team Controls Engineering, Design & Intelligent Services HVAC Applications 	<p>Outside Resources</p> <ul style="list-style-type: none"> Engineering Design Consultants Subcontractors Vendors 	<p>Trane Credentials</p> <ul style="list-style-type: none"> 100 Certified Six Sigma Professionals 182 Professional Engineers (PE) 240 Certified Energy Managers (CEM) 660 LEED Accredited Professionals 700 Degreed Engineers
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Strong Corporate Support

Trane Technologies has **37,000 employees worldwide** and has 500+ office and service/parts locations—including 250+ in the United States. The following project professionals are directly involved in performance contracting and energy efficiency / renewable energy projects:

- | | | |
|---------------------------------------|----------------------------------|-------------------------------------|
| • 240 Certified Energy Managers (CEM) | • 133 Project Managers | • 58 EH&S Specialists |
| • 182 Professional Engineers (PE) | • 44 Energy Engineers | • 60 Trainers |
| • 175 HVAC Controls Engineers | • 30 Quality Control Specialists | • 660 LEED Accredited Professionals |
| • 700 Degreed Engineers | • 11 M&V Engineers | |



Trane Technologies (NYSE: TT) is a global climate innovator with over \$13 billion in annual revenue. We offer a wide range of products and services known for high-performance efficiency and sustainability.

By working together across these business areas and learning from each other, Trane is able to bring fresh thinking to our TIPS Members and advance the conversation on sustainability. Together, our impact is magnified.

B. Business Unit Dedicated to Project Performance

b. Business unit dedicated to ensuring project performance.

TIPS Members can benefit from Trane’s local ESPC team through our:

- Knowledge of local labor work practices, and safety professionals who understand project sites and work environment
- Active involvement within the local community – volunteering, philanthropy, and fundraising
- Established relationships with local subcontractors, suppliers, and designers
- Understanding of area logistics (execution, engineering, deliveries, storage, hoisting)
- Reduced travel/lodging costs saves the TIPS member money
- Fast mobilization and response time when service is required, at any point in the process
- Proven success within other states through similar programs

Project Track Record & Shortfalls

Trane has a long-standing history of excellence in fulfilling our promises. **More than 99% of our performance contracting projects meet or exceed more savings than are guaranteed.** In the event of a savings shortfall, we will stand behind our commitments and either provide UALR a check for the difference or provide products or services equal to the shortfall amount (at your discretion).

Trane has the financial strength and backing of a Fortune 500 global brand that has been in business for over 100 years. We understand how to balance needs, quality, and budget to deliver maximum value to TIPS Members with added peace of mind due to our financial strength and overall market presence.

We believe shortfalls, although uncommon, are a validation to our ESPC processes and our focus to maximize project scope for our client’s behalf. We firmly believe if other ESCO’s never have shortfalls, then they are not maximizing savings on their projects and diluting scopes of work for their clients. These ESCO’s pose a much bigger risk of underperformance for TIPS, and all of their public partners.

C. Affiliations and Organizations

c. Affiliation with energy and/or business organizations (including ISO certification and EPA or DOE affiliations.

Accreditations/Memberships/Awards

Trane is accredited by the National Association of Energy Services Companies (NAESCO) as an ESP-Accredited ESCO, Department of Energy (DOE) qualified ESCO, and on the 2017 DOE IDIQ ESPC Energy Service Companies.

Accreditations/Contracts:

- Accredited National Association of Energy Services Companies (NAESCO) ESP ESCO
- DOE IDIQ ESPC Energy Service Company
- DOE Qualified List of Energy Service Companies
- U.S. Army Corps ESPC MATOC
- Approved ESCO on UESC contracts with Puget Sound Energy (PSE), Black Hills Energy (BHE), and Liberty utilities.
- U.S. General Services Administration (GSA) Federal Supply Schedule Multiple Award Schedule (MAS) contract holder

NAESCO Accredited Energy Service Provider (ESP)

Trane first received NAESCO Accreditation in 2004 and is one of only 10 NAESCO Accredited Energy Service Providers (ESP). The ESP designation is defined as: *“The technical and managerial competence to provide energy supply through the development and implementation of build/own/operate distributed generation, cogeneration or combined heat and power (CHP) projects or the firm contracting energy supply.”*



Trane first received NAESCO Accreditation in 2004 and has retained it ever since. The TIPS member will benefit from our core competencies in all energy-related technical and business disciplines.

The following companies elected to participate in the [NAESCO Accreditation Program](#) and, following a rigorous review process by an independent selection Committee, were accredited:

Accredited Energy Service Providers (ESP)

- [AMERESCO](#)
- [Con Edison Solutions](#)
- [Constellation](#)
- [Energy Systems Group](#)
- [ENGIE Services](#)
- [Honeywell International Inc.](#)
- [Johnson Controls Inc.](#)
- [NORESCO](#)
- [Siemens Industry, Inc.](#)
- [Trane Technologies](#)



US DOE Qualified

Trane is a qualified U.S. Department of Energy ESCO. We have managed energy services performance contracting (ESPC) programs for several federal government agencies, including the Department of Energy, Department of State, Navy, Army, Air Force, and the General Services Administration. Trane's Federal ESPC portfolio includes \$641 million in DOE ESPC projects. We are delivering more than \$47 million in annual guaranteed savings – \$882 million in guaranteed savings over the life of all 22 contracts.



U.S. DEPARTMENT OF
ENERGY

Under the scope of these projects, **we have saved the federal government more than 1.9 trillion BTU/year in energy**, with an average reduction of 30.4% from the baseline. Our projects have received multiple awards, including the Federal Energy Management Program Award of the Year and the Presidential Award for Leadership in Federal Energy Management.

Other Industry Participation

Another advantage of working with Trane is that our people keep abreast of new technology and trends through their involvement in many professional organizations within the heating, ventilation and air conditioning (HVAC) industry. ASHRAE, BOMA, IFMA, and ASME are among the prominent organizations in which Trane maintains a leadership position in promoting and developing quality standards. We are also active participants in the U.S. Green Building Council and the U.S. Environmental Protection Agency's Energy Star program.

Memberships:

- Member of ASHRAE, BOMA, IFMA, and ASME
- U.S. Green Building Council education provider
- U.S. Environmental Protection Agency's Energy Star program
- ASHRAE: Trane's Mick Schwedler, P.E., Fellow ASHRAE, LEED AP, is the current President of ASHRAE.
- ASHRAE: Trane's Donald L. Brandt, CEM, is a Life Member and current Vice President of ASHRAE
- ASHRAE: Trane's Nancy McBee is ASHRAE Region VII Leadership Team, which covers 8 states – including Mississippi.
- ASHRAE: Trane's Mark MacCracken, P.E., is a Life Member of ASHRAE and the author of "Using Yesterday's Waste Energy for Tomorrow's Heating Electrification, Heat Pumps and Thermal Energy Storage" (July 2020). He has served in many industry leadership positions.

Awards:

- 2021, Lifestory Research "America's Most Trusted® HVAC Brand"—7th consecutive year
- 2021, Forbes America's Best Employers for Diversity in America
- 2020, Top Veteran-friendly Company on U.S. Veterans Magazine's (USVM) annual Best of the Best list—3rd consecutive year
- 2020, Fortune World's Most Admired Companies — 8th consecutive year (Ranked 3rd in Industrial Machinery category)
- 2020, Dow Jones Sustainability North America Index (DJSI)—10th consecutive year
- 2020, Consulting Engineer Product of the Year, BAS, Controls, Energy Management – Building Connect+
- 2020, 3BL Media, 100 Best Corporate Citizens—7th consecutive year
- 2020 SECNAV Energy Award for the Small Shore Base category, Naval Undersea Warfare Center Keyport ESPC
- 2020 Federal Energy and Water Management Award for its Off-Grid Energy Savings Performance Contract (ESPC) ENABLE Project, U.S. Forest Service ENABLE ESPC
- 2019, Business Intelligence Group (BIG), Green Company of the Year, Manufacturing and Technology category
- 2019, Urban Green Council (UGC), Partner of the Year



- 2019, World Environment Center Gold Medal Award for International Corporate Achievement in Sustainable Development
- 2019, named to the FTSE4 Good Index Series that measures the performance of companies demonstrating strong environmental, social and governance (ESG) practices—5th consecutive year.
- 2019, FEMP Annual FEDS Spotlight recipient, Lara Buluc, Co-Project Manager, USDA First Off-Grid ESPC ENABLE project, U.S. Forest Service ENABLE ESPC
- 2019, Dow Jones Sustainability World and North America Indices (DJSI)—9th consecutive year
- 2019, Corporate Responsibility Magazine, Ranked 60th, 100 Best Corporate Citizens List—6th consecutive year
- 2019, Corporate Knights Global 100 Most Sustainable Corporations Index
- 2019, Alliance to Save Energy, STAR Award for Doubling Down on Efficiency
- 2019 Regional Forester’s Honor Awards “ENABLE Off-Grid Mobile Solar PV & LED Lighting Project”, U.S. Forest Service ENABLE ESPC
- 2018, U.S. Department of Energy (DOE) Better Practice award for energy management initiatives that reduced energy consumption by 50 percent at its Trane® HVAC manufacturing plant in Waco
- 2018, U.S. Chamber Foundation ‘Best Environmental Stewardship’
- 2018, Thomson Reuter’s Global Diversity & Inclusion Index; ranked number 37 and is one of only three industrial companies to be named.
- 2017, Georgia World Congress Center, AEE Regional Project of the Year Award, 2017 (see 3.2.1 and Appendix A3 for more information on this project).
- 2014 Secretary of the Navy, Large Installation of the Year, Naval Air Station Oceana and Dam Neck Annex ESPC (see 3.2.1 and Appendix A3 for more information on this project).
- 2014 Federal Energy Management Program Award of the Year, Naval Air Station Oceana and Dam Neck Annex ESPC (see 3.2.1 and Appendix A3 for more information on this project).
- 2012 Navy Energy Project of the Year, Naval Undersea Warfare Center Keyport ESPC
- 2012 FEMP Award, Naval Undersea Warfare Center Keyport ESPC
- 2011 SECNAV Award for outstanding accomplishments in energy and water management during fiscal, Shore Category, Naval Undersea Warfare Center Keyport ESPC
- 2011 Green Innovation Award from the Virginia Sustainable Building Network for the Best Green Commercial Project – Large Category, Naval Air Station Oceana and Dam Neck Annex ESPC (see 3.2.1 and Appendix A3 for more information on this project).
- 2011 Air Force Air Mobility Command Civil Engineer Energy Conservation Award, Charleston Air Force Base ESPC

- 2009 FEMP Presidential Award for Leadership in Federal Energy Management, Naval Air Station Oceana and Dam Neck Annex ESPC (see 3.2.1 and Appendix A3 for more information on this project).2009 FEMP Award, Charleston Air Force Base ESPC
- 2009 Air Force Air Mobility Command Energy Incentive Award, Charleston Air Force Base ESPC

Sustainability and Resiliency Focus

Sustainability is core to Trane’s strategy and shared values. Our commitment extends to the environmental impact of our operations, products and services, and people. We’ve broken down our value chain into nine major stages, and within each one we’ve identified environmental, social, and economic impacts and how we can improve operations on a sustainable level. These metrics are being tracked and reported for transparency.

Trane has helped our clients define their sustainability and resiliency goals, develop projects to attain them, and create metrics to accurately measure incremental progress. Each project is developed with a unique portfolio of energy efficiency measures, intelligent controls, utility grid solutions, incentives and rebates, and renewable energy and storage solutions. Focus extends beyond energy savings to include impactful measures for waste reduction, emissions mitigation, operational improvement, occupant safety and comfort, and innovative revenue streams.

D. Reference Responses

d. Reference responses

The table below shows a sample of the guaranteed energy savings contracts that Trane has successfully implemented within the past five years. TIPS Member contact information on any of these projects is available upon request.

Project Name	Facility Type	State or Province	Contract Value	Year
Knox County Schools Lighting PH 1	K-12	TN	\$26,123,600	2021
Sumter County Schools	K-12	SC	\$15,341,454	2021
Calloway County Board of Education PH 2	K-12	KY	\$10,983,000	2021
Shawnee Mission School District 2021 PH1	K-12	KS	\$8,672,779	2021
Freetown-Lakeville Regional School District	K-12	MA	\$5,946,403	2021
Lynnfield EMSA	City	MA	\$5,675,560	2021
Adam County School District 14	K-12	CO	\$5,141,020	2021
Pittsylvania County Schools Ph3	K-12	VA	\$3,532,028	2021
Thomasville City Schools	K-12	AL	\$3,490,088	2021
Holt School District	K-12	MI	\$2,982,822	2021
Crestwood School District	K-12	MI	\$2,541,213	2021
Camden Central School District	K-12	NY	\$1,994,378	2021



Dothan City Schools Phase 2	K-12	AL	\$1,732,025	2021
Tishomingo County Schools Phase 1	K-12	MS	\$1,169,184	2021
Clinton School District	K-12	MO	\$466,537	2021
Community Colleges of Spokane Phase 5 - Building 2	Higher Ed	WA	\$255,387	2021
Barren County Board of Education (KY)	K-12	KY	\$14,230,000	2020
DHSS Phase 2 - Department of Health and Social Services	State	DE	\$11,096,673	2020
Dothan City Schools Phase2	K-12	AL	\$10,620,794	2020
Yolo County	County	CA	\$10,065,791	2020
City of Hazard	City	KY	\$8,789,890	2020
Lafayette Jefferson High School Phase 5 - Classroom Phase 3-5	K-12	IN	\$8,250,135	2020
Alpena Public Schools	K-12	MI	\$7,049,644	2020
Obion County Schools	K-12	TN	\$6,188,077	2020
Southwest Mississippi Community College	Higher Ed	MS	\$6,101,069	2020
Pueblo Community Center	Higher Ed	CO	\$5,771,063	2020
City of Lynn Amendment 6	City	MA	\$5,562,888	2020
Hawkins County Schools PH1	K-12	TN	\$4,966,890	2020
Coffee County Government	County	TN	\$3,207,906	2020
Columbia Community Unit School District 4	K-12	IL	\$2,840,800	2020
Cayuga-Onondaga BOCES	K-12	NY	\$2,693,161	2020
Central Greene School District	K-12	PA	\$2,600,000	2020
Otsego COunty New York	County	NY	\$2,035,306	2020
Ypsilanti Community Schools	K-12	MI	\$1,997,860	2020
City of St. Ann	City	MO	\$1,860,000	2020
Chateau Girardeau	Healthcare	MO	\$1,742,181	2020
Central R-3 School District	K-12	MO	\$1,234,803	2020
Shawnee Mission USD 512 Phase VI (2020)	K-12	KS	\$1,102,518	2020
Maury County Schools Phase 2 Amendment 1	K-12	TN	\$1,073,096	2020
Holton Public Schools	K-12	MO	\$884,172	2020
Holton Schools Phase 2	K-12	MO	\$884,172	2020
Hanover Park Park District	City	IL	\$883,334	2020
Frankfort Independent Board of Education Phase 2	K-12	KY	\$834,400	2020
University of Southern Maine	Higher Ed	ME	\$790,614	2020
Community Colleges of Spokane Phase 4	Higher Ed	WA	\$722,672	2020
Community Colleges of Spokane Phase 4 - Building 6	Higher Ed	WA	\$716,276	2020
Manchester City Schools Board of Education	K-12	TN	\$610,502	2020
Attleboro Public Schools	K-12	MA	\$40,412	2020
Norton Schools	K-12	MA	\$33,850	2020



Northwest Museum of Arts and Culture Phase 4	City	WA	\$19,796	2020
State of New Mexico	State	NM	\$31,800,000	2019
Collin College	Higher Ed	TX	\$21,837,531	2019
Virginia DOT Highway Lighting	State	VA	\$17,126,000	2019
Roanoke City Public Schools	K-12	VA	\$16,492,371	2019
Kershaw County School District	K-12	SC	\$13,954,802	2019
Stafford County Public Schools	K-12	VA	\$10,650,651	2019
Muhlenberg County Schools Phase 2	K-12	KY	\$9,797,200	2019
City of Olive Hill	City	KY	\$9,297,873	2019
Scott County Schools	K-12	KY	\$6,988,300	2019
Caldwell County Schools	K-12	NC	\$6,420,000	2019
Union City Schools	K-12	TN	\$6,141,980	2019
Doña Ana County	County	AZ	\$4,647,712	2019
Kannapolis City Schools	K-12	NC	\$3,471,078	2019
Carlynton School District	K-12	PA	\$3,454,101	2019
City of Livingston	City	CA	\$2,897,000	2019
Mineral Area College	Higher Ed	MO	\$2,539,117	2019
City of Fenton	City	MO	\$2,503,483	2019
Bakersfield City School District Phase 2	K-12	CA	\$2,223,994	2019
Benton County Schools	K-12	TN	\$1,956,827	2019
City of McKenzie	City	TN	\$1,941,854	2019
Grainger County Schools	K-12	TN	\$1,844,060	2019
Bakersfield City School District Phase 1	K-12	CA	\$1,591,180	2019
Parkway School District Geothermal Phase 1	K-12	MO	\$1,336,870	2019
Sturgis Public Schools	K-12	MI	\$1,083,072	2019
Collin County Community Center	County	TX	\$119,368	2019
Paw Paw Community Unit School District No. 271	K-12	IL	\$519,972	2019
Misawa Airbase	Federal	Japan	\$222,004,943	2018
Joint Base Charleston	Federal	SC	\$46,538,737	2018
Wentzville School District	K-12	MO	\$13,752,650	2018
Los Angeles Unified School District	K-12	CA	\$11,291,770	2018
Bullitt County Schools Phase 2	K-12	KY	\$9,766,000	2018
Robertson County Schools	K-12	TN	\$9,565,393	2018
Franklin County Schools	K-12	KY	\$9,320,500	2018
Racine Unified School District Phase 3	K-12	WI	\$8,937,334	2018
Alamance-Burlington School System	K-12	NC	\$7,922,025	2018



Hayward Community School District	K-12	WI	\$7,615,182	2018
City of Greenville	City	KY	\$7,365,924	2018
Indian River School District	K-12	DE	\$7,327,920	2018
Williamson County Public Schools Phase 2	K-12	TN	\$7,298,593	2018
Perry County Schools	K-12	KY	\$6,587,000	2018
Caldwell County Schools	K-12	NC	\$6,317,959	2018
Florida State University Central Utility Plant	Higher Ed	FL	\$5,951,963	2018
Lafayette School Corporation Phase 4	K-12	IN	\$5,737,395	2018
Wyomissing Area School District Phase 2	K-12	PA	\$4,890,000	2018
Lenoir City Schools	K-12	TN	\$4,866,924	2018
Knox County Schools Phase 2 (Kentucky)	K-12	KY	\$4,537,000	2018
South Carolina Department of Transportation	State	SC	\$4,534,760	2018
Caney Valley Unified School District 436	K-12	KS	\$3,943,214	2018
Henderson County Schools	K-12	KY	\$3,920,000	2018
Parkway School District	K-12	MO	\$3,780,394	2018
Metrus Energy @ Wells College	Higher Ed	NY	\$3,347,836	2018
Powhatan County Schools	K-12	VA	\$3,273,602	2018
Whittier Union High School District	K-12	CA	\$3,122,640	2018
Dighton-Rehoboth Regional School District Phase 5	K-12	MA	\$3,101,837	2018
Flushing Community Schools	K-12	MI	\$2,975,547	2018
West Jefferson Hills School District	K-12	PA	\$2,968,700	2018
Maury County Schools Phase 2	K-12	TN	\$2,945,088	2018
Normandy School District	K-12	MO	\$2,254,154	2018
MECA - Maine College of Art	Higher Ed	ME	\$2,134,000	2018
Wells College	Higher Ed	NY	\$2,058,949	2018
Detroit Lakes Community Center	City	MN	\$1,810,678	2018
Vassar Public Schools	K-12	MI	\$1,796,441	2018
Butler County Schools Phase 3	K-12	KY	\$1,582,000	2018
Campbell County Schools Phase 2	K-12	TN	\$1,488,878	2018
Bowie County	County	TX	\$1,487,875	2018
Holy Cross Medical Center	Healthcare	AZ	\$1,457,448	2018
The Classic Center	County	GA	\$1,456,889	2018
Cumberland University	Higher Ed	TN	\$1,255,931	2018
Arizona State University	Higher Ed	AZ	\$1,226,764	2018
City of Bardwell	City	KY	\$1,030,000	2018
City of Sunset Hills	City	MO	\$982,744	2018
Wentzville Law Enforcement Center	City	MO	\$734,036	2018
Jasper County Corrections	County	IN	\$494,441	2018



North Carolina Department of Transportation Phase 2 - Roadway Lighting	State	NC	\$40,000,000	2017
Kansas City Public Schools	K-12	MO	\$30,600,000	2017
Milwaukee Public Schools Phase 2	K-12	WI	\$25,016,596	2017
Rialto Unified School District Phase 4	K-12	CA	\$14,527,952	2017
Brantford General Hospital	Healthcare	ON	\$13,080,000	2017
Martin County Jail Holt Correctional	Corrections	FL	\$12,810,301	2017
Williamson County Schools Phase 1	K-12	TN	\$9,947,264	2017
Logan County Schools Phase 2	K-12	KY	\$8,176,320	2017
City of Danville	City	KY	\$8,032,000	2017
Colonial School District	K-12	DE	\$7,675,937	2017
Fluvanna County and Schools	K-12	VA	\$7,398,098	2017
Rosendale-Brandon School District	K-12	WI	\$6,741,600	2017
Rockbridge County Public Schools	K-12	VA	\$6,267,102	2017
Florida Atlantic University - Boca Housing Project	Higher Ed	FL	\$5,707,051	2017
Pittsburg Unified School District	K-12	MO	\$5,510,000	2017
Dighton-Rehoboth Regional School District Phase 3	K-12	MA	\$5,343,682	2017
South Bridge Conference Center and Hotel	Hospitality	MA	\$4,989,092	2017
Central School District Phase 2	K-12	CA	\$4,690,950	2017
Central School District	K-12	CA	\$4,751,629	2017
Haywood County Schools	K-12	TN	\$4,664,737	2017
LaRue County Schools	K-12	KY	\$4,613,000	2017
Danville Public School District	K-12	VA	\$4,153,718	2017
Central Dauphin School District - Lawnton ES	K-12	PA	\$4,083,000	2017
Prescott School District	K-12	MN	\$3,864,040	2017
Cook County School District 104	K-12	IL	\$3,801,008	2017
Auburn Community Hospital	Healthcare	AL	\$3,652,300	2017
Central Dauphin School District - Administration Bldg.	K-12	PA	\$3,541,000	2017
Dighton-Rehoboth Regional School District Phase 4	K-12	MA	\$3,414,056	2017
City of Rockwood	City	TN	\$3,298,360	2017
Johnson City Central School District	K-12	NY	\$3,128,615	2017
United States Forest Service	Federal	CA	\$3,088,378	2017
City of Paris	City	TN	\$2,397,387	2017
Pierce County Medical Examiners Building	County	WA	\$2,134,807	2017
Clairton City School District	K-12	PA	\$1,986,764	2017
Whitnall School District Phase 1	K-12	WI	\$1,625,767	2017
West Greene School District	K-12	PA	\$1,376,956	2017



Halifax County Public Schools	K-12	VA	\$1,360,863	2017
Mecklenburg County Public Schools	K-12	VA	\$1,331,562	2017
Virginia Department of Military Affairs	State	VA	\$889,157	2017
Port Byron Central School District	K-12	NY	\$855,000	2017
Southern Lyon County Unified School District 252	K-12	MO	\$758,007	2017
Macon County	County	GA	\$720,258	2017
Exeter-Milligan Public Schools	K-12	NE	\$612,850	2017
Florida State University Chiller Plant	Higher Ed	FL	\$437,622	2017
City of Lynn Amendment 8	City	MA	\$11,600	2017
City of Birmingham	City	AL	\$61,333,168	2016
Naval Air Station Oceana Dam Neck Phase 2	Federal	VA	\$27,020,400	2016
Shawnee Mission School District	K-12	KS	\$8,736,645	2016
Germantown School District	K-12	WI	\$7,000,000	2016
Dighton-Rehoboth Regional School District Phase 2	K-12	MA	\$6,875,120	2016
City of Fulton	City	KY	\$5,821,733	2016
Russell County Public Schools	K-12	VA	\$5,411,473	2016
Weakley County Schools	K-12	TN	\$5,215,042	2016
Parkway School District	K-12	MO	\$4,915,009	2016
Ashburnham Westminster Regional School District	K-12	MA	\$4,355,202	2016
Arnprior Regional Hospital	Healthcare	ON	\$4,120,000	2016
City of Monroe WWTP Phase 2	City	WA	\$3,709,393	2016
Wild Rose School District	K-12	WI	\$3,257,483	2016
Lakehaven Utility District - Lakota WWTP Phase 2	City	WA	\$3,134,530	2016
Cook County School District 104	K-12	IL	\$2,365,784	2016
City of Hickman	City	KY	\$2,464,433	2016
Schickley Public Schools	K-12	NE	\$2,581,400	2016
Montour School District	K-12	PA	\$2,529,260	2016
Town of Falmouth Phase 2	City	MA	\$2,300,000	2016
Barber County North Unified School District 254	K-12	KS	\$1,997,772	2016
Brown County Community School District 1 Phase 2	K-12	IL	\$1,447,430	2016
Remsen Central School District	K-12	NY	\$1,129,074	2016
Washington County Government	County	FL	\$1,093,239	2016
Warwick Public Schools Phase 1 Supplement 3	K-12	RI	\$953,651	2016
Wyomissing Area School District - Jr. Sr. High	K-12	PA	\$862,673	2016
Blackhawk Evangelical Free Church, Inc.	Private	WI	\$858,795	2016
Brant Community Healthcare System	Healthcare	ON	\$700,000	2016
Sullivan County Commissioners Office	County	PA	\$698,215	2016



Virginia Department of Mines Minerals & Energy Phase 2	State	VA	\$574,699	2016
Town of Oro Valley	City	AZ	\$419,677	2016
Educational Service Unit #3	K-12	NE	\$133,100	2016
Warwick Public Schools Phase 1 Supplement 2	K-12	RI	\$71,833	2016

5. Staffing / Personnel

a. Quality of personnel assigned to projects and degree of pertinent experience.

We have assembled a highly experienced project team to work hand in hand with our clients to design, implement, and support all aspects of a performance contracting project.

We have provided one sample resume from each position within our Comprehensive Solutions & Energy Services team for Trane's Midwest Region. Our team includes multiple individuals in each position, typically 1 to 4 persons per state.

Our team knows how to successfully implement energy conservation measures in occupied facilities, where distractions are kept to a minimum. Our team has also have built deep relationships with numerous local subcontractors and understands how they can offer the greatest value to a project of this nature.

Scott Hardwick, Regional Comprehensive Solutions Leader Comprehensive Solutions & Energy Services

Title:

- Regional Comprehensive Solutions Leader

Years of Work Experience:

- 35 years (25 with Trane)

Work Experience:

- Trane: Regional Comprehensive Solutions & Energy Services Manager (1997-Present)
- Johnson Controls, Inc.: Account Executive/Team Leader – (1993-1997)
- Johnson Controls, Inc.: Sales Engineer, Building Services (1990-1993)
- Boeing Corporation: Engineer, Program Development (1986-1990)

Education / Certifications:

- M.A. Business Administration, 1994 – Washington University
- B.S. Electrical Engineering, 1996 – Purdue University
- Various marketing/sales management and technical course training

Areas of Expertise:

- Performance Contracting
- Structured Finance
- Energy Efficiency (including water)
- Energy Technology Application
- Mechanical System Design and Control
- High-Performance Buildings
- Facility Energy Assessments
- Electrical & Lighting Systems
- Water Conservation
- Ice Storage and District Cooling

Project Responsibilities:

Scott leads energy-based solution projects for the Trane Midwest Region serving AR, OK, MO, IL, IA, KS, and NE. Scott has 25 years of experience with Trane. His primary role includes working directly with clients and with the Trane account executives to provide successful projects that meet the specific needs of TIPS Members. His role continues through the performance guarantee phase of each project, along with the performance measurement term.



Experience Summary:

Scott has led numerous complex energy-based projects in the private sector and several guaranteed energy savings projects with higher education, municipalities, K-12 school districts and healthcare clients. He has significant expertise working with executive-level and facility director-level decision-makers, providing energy and utility base strategies that create impactful building asset improvements.

*Representative Projects:

He has successfully developed, sold and managed a portfolio of over \$300M in large-scale comprehensive energy solutions projects. TIPS Member benefits include guaranteed energy savings to reduce O&M costs as well as furthering environmental and sustainability goals. Listed below are just a few of recent current clients.

- City of Fenton, MO - Local Government, ESPC, \$2.5 M
- Mineral Area College, MO - Higher Education, ESPC, Phase Two, \$2.5 M
- Parkway School District - K-12, ESPC, \$11.9 M (Two Phases)
- Bowie County, TX - Local Government, ESPC, \$1.6 M
- Wentzville SD, MO - K-12, ESPC, \$14.2 M
- Normandy Schools Collaborative - K-12, ESPC, \$4.3M
- Fort Zumwalt School District, K-12, ESPC \$8.8 M (Two Phases)
- GSA Goodfellow - Federal \$9.12 M
- Pine Bluff Arsenal, AR - Federal, ESPC, \$40 M

Professional Affiliations:

- Illinois Association of School Administrators (IASA)
- Illinois Association of School Boards (IASB)
- Missouri Association of School Boards (MSBA)
- Missouri Association of School Business Officials (MOASBO)
- American Society of Hospital Engineers (ASHE)
- Missouri Community College Association (MCCA)
- Association of Energy Engineers (AEE)
- Association of Professional Energy Engineers (APEC)

Jeff Ahlbrand, Regional Contracting Operations Leader Comprehensive Solutions & Energy Services

Title:

- Regional Contracting Operations Leader over Construction (Turnkey & Comprehensive Solutions)

Years of Work Experience:

- 34 years (22 with Trane)

Work Experience:

- Trane: Contracting Operations Manager (1999-Present)
- Johnson Controls: Project Manager (1995-1999)
- Walsh Construction Company of Illinois: Project Manager/Project Superintendent (1989-1995)
- Dugan & Meyer Interests: Chief Field Engineer (1987-1989)

Education / Certifications:

- M.S. Building Construction Management, 2009 – Purdue University
- B.S. Building Construction and Contracting, 1987 – Purdue University

Areas of Expertise:

- Construction Management
- Building Automation Systems
- Sequence Verifications
- Energy Compliance
- HVAC Design
- Quality Standards
- Equipment Development/Design
- Employee Leadership/Development Activities

Project Responsibilities:

Jeff leads energy-based solutions projects for the Trane Midwest Region serving AR, OK, MO, IL, IA, KS, and NE.. Jeff has over 34 years of experience in construction management and supervision of new construction, renovations, and performance contracting for K-12 schools, higher education, municipalities, private institution and manufacturing. His primary role includes working directly with clients and with the Trane project development team to provide successful projects that meet the specific needs of TIPS Members. His role continues through the performance guarantee phase of each project, along with the performance measurement term.



Experience Summary:

Jeff has led numerous complex energy-based projects in the private sector and several guaranteed energy savings projects including K-12 school districts, federal, municipal, private institution, and higher education clients. He has a vast knowledge of construction and has managed \$250M in energy-related comprehensive projects. He has significant expertise working with executive-level and facility director-level decision-makers. Jeff possesses strong leadership skills, and has completed all of his projects on budget and on time.

*Representative Projects:

- City of Fenton, Local Government, ESPC, \$2.5 M
- Mineral Area College, Higher Education, ESPC, Phase Two \$2.5 M
- Wentzville SD, K-12, ESPC, \$14.2 M
- Parkway School District, K-12, ESPC, \$11.9 M (Two Phases)
- Normandy Schools Collaborative, K-12, ESPC, \$ 4.3 M
- Parkway South High School, Phase 3, K-12, ESPC, \$ 3.9 M
- O'Fallon CUSD 90, K-12, ESPC, \$6.6 M
- Dunklin R-V School District, K-12, ESPC, \$4.5 M (Three Phases)
- Orion CUSD 223, K-12, ESPC, \$1.5 M
- Fort Zumwalt School District, K-12, ESPC \$8.8 M (Two Phases)
- Brown County CUSD 1, K-12, ESPC, \$4.5 M (Two Phases)
- School Sisters of Notre Dame, Private Institution, ESPC, \$3.3 M
- University of Central Missouri, Higher Education, ESPC \$36 M
- GSA Goodfellow - ESPC, Federal \$9.12 M
- City of Des Peres, MO – ESP, Local Government \$3.9 M (Two Phases)
- Pine Bluff Arsenal - ESPC, Federal, \$40 M

Adam Johnson, PE, CEM, Regional Project Development Leader Comprehensive Solutions & Energy Services

Title:

- Regional Project Development Leader (Engineering & Project Management)

Years of Work Experience:

- 20 years (12 with Trane)

Work Experience:

- Trane: Project Developer (2010-Present)
- Brack and Associates Consulting Engineers: Project Engineer (2002-2010)

Education / Certifications:

- B.S. Mechanical Engineering, Univ. of Missouri
- Certified Energy Manager (CEM)
- Professional Engineer (PE)

Areas of Expertise:

- Engineering & Technical Applications
- Building Automation Systems
- Sequence Verifications
- Commissioning
- Energy Compliance
- Project Engineering
- HVAC Design
- Energy Auditing

Project Responsibilities:

Adam leads a team of Engineering Project Developers to focus on energy-based solutions for projects for the Trane Midwest Region serving AR, OK, MO, IL, IA, KS, and NE. His primary role includes overseeing the development of energy-related projects or programs to reduce energy costs or improve energy efficiency for existing facilities. His responsibilities also include conducting and overseeing detailed audits and energy analyses, managing pricing budgets, engineering design, and work scopes, establishing subcontractor relationships, and coordinating energy savings verification. Adam will lead with the Trane project development team to provide successful projects that meet the specific needs of TIPS Members. His role continues through the performance guarantee phase of each project, along with the performance measurement term.

Experience Summary:

As a Project Development Leader with Trane, Adam oversees the process for K-12 school districts, municipalities, health care, and public sector clients in identifying energy-saving opportunities in their facilities and helps them utilize those savings to fund capital improvement projects. Prior to joining Trane, Adam worked as Project Engineer for a Consulting Engineering firm on projects ranging from K-12 schools and universities to large centralized heating and cooling plants.

Representative Projects:

- Shawnee Mission School District , K-12, ESPC, \$11 M
- Holton School District, K-12, ESPC, \$1 M
- Caney Valley School District, K-12, ESPC, \$4 M
- Hickman Mills School District, K-12, ESPC, \$13.8 M
- Barber County North Schools, K-12, ESPC, \$2 M
- Bolivar R-1 Schools, K-12, ESPC, \$4.8 M
- Washburn University Higher Education, ESPC, \$12.3 M
- Dighton Schools , K-12, ESPC , \$3.2 M
- Turner Schools , K-12, ESPC , \$ 6.4 M
- Halstead Schools , K-12, ESPC , \$1.4 M

Professional Affiliations:

- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- Licensed Professional Engineer in the State of Kansas
- Member of Association of Energy Engineers (AEE)

Jackie Manatt, PE, CEM, Project Developer Comprehensive Solutions & Energy Services

Title:

- Project Developer

Years of Work Experience:

- 11 years (1 with Trane)

Work Experience:

- Trane: Project Developer (2021-Present)
- AES: Energy Engineer (2018-2021)
- CLEAResult: Energy Engineer (2013-2018)

Education / Certifications:

- B.S. Mechanical Engineering, Arkansas Tech University
- A.S. Nuclear Technology, Arkansas Tech University
- Professional Engineer (PE)
- Certified Energy Manager (CEM)
- Certified Measurement and Verification Professional (CMVP)

Areas of Expertise:

- Mechanical System Design
- Measurement & Verification (M&V)
- Energy Auditing
- Savings Calculations
- Rebate Acquisition
- Project Management

Project Responsibilities:

Jackie leads energy-based solutions for projects for Trane serving Missouri and Arkansas. His primary role includes developing and evaluating energy-related projects or programs to reduce energy costs or improve energy efficiency for existing facilities. His responsibilities also include conducting and overseeing detailed audits and energy analyses, managing pricing budgets, engineering design, and work scopes, establishing subcontractor relationships, and coordinating energy savings verification. Jackie will work with the Trane project development team to provide successful projects that meet the specific needs of TIPS Members. His role continues through the performance guarantee phase of each project, along with the performance measurement term.



Experience Summary:

As a Project Developer with Trane, Jackie assists K-12 school districts, municipalities, health care, and public sector clients in identifying energy saving opportunities in their facilities and helps them utilize those savings to fund capital improvement projects. Prior to Jackie's role as a Project Developer with Trane, he worked as an energy engineer/project manager in the industrial food processing field and as an energy engineer for a utility energy savings incentive program.

Representative Projects:

- VA Hospital Heat Recovery Loop
- VA Hospital Ice Storage Facility
- Medical Supplies Manufacturer Thermal Oxidizer Heat Recovery
- Industrial Steam Boiler Condensing Economizer Installation
- Industrial Steam Boiler Room Addition
- Industrial Wastewater Treatment Facility Addition

Professional Affiliations:

- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- Licensed Professional Engineer in the State of Arkansas
- Member of Association of Energy Engineers (AEE)

Adam Johnson, PE, CEM, Regional Project Development Leader Comprehensive Solutions & Energy Services

Title:

- Regional Project Development Leader (Engineering & Project Management)

Years of Work Experience:

- 20 years (12 with Trane)

Work Experience:

- Trane: Project Developer (2010-Present)
- Brack and Associates Consulting Engineers: Project Engineer (2002-2010)

Education / Certifications:

- B.S. Mechanical Engineering, Univ. of Missouri
- Certified Energy Manager (CEM)
- Professional Engineer (PE)

Areas of Expertise:

- Engineering & Technical Applications
- Building Automation Systems
- Sequence Verifications
- Commissioning
- Energy Compliance
- Project Engineering
- HVAC Design
- Energy Auditing

Project Responsibilities:

Adam leads a team of Engineering Project Developers to focus on energy-based solutions for projects for the Trane Midwest Region serving AR, OK, MO, IL, IA, KS, and NE. His primary role includes overseeing the development of energy-related projects or programs to reduce energy costs or improve energy efficiency for existing facilities. His responsibilities also include conducting and overseeing detailed audits and energy analyses, managing pricing budgets, engineering design, and work scopes, establishing subcontractor relationships, and coordinating energy savings verification. Adam will lead with the Trane project development team to provide successful projects that meet the specific needs of TIPS Members. His role continues through the performance guarantee phase of each project, along with the performance measurement term.

Experience Summary:

As a Project Development Leader with Trane, Adam oversees the process for K-12 school districts, municipalities, health care, and public sector clients in identifying energy-saving opportunities in their facilities and helps them utilize those savings to fund capital improvement projects. Prior to joining Trane, Adam worked as Project Engineer for a Consulting Engineering firm on projects ranging from K-12 schools and universities to large centralized heating and cooling plants.

Representative Projects:

- Shawnee Mission School District , K-12, ESPC, \$11 M
- Holton School District, K-12, ESPC, \$1 M
- Caney Valley School District, K-12, ESPC, \$4 M
- Hickman Mills School District, K-12, ESPC, \$13.8 M
- Barber County North Schools, K-12, ESPC, \$2 M
- Bolivar R-1 Schools, K-12, ESPC, \$4.8 M
- Washburn University Higher Education, ESPC, \$12.3 M
- Dighton Schools , K-12, ESPC , \$3.2 M
- Turner Schools , K-12, ESPC , \$ 6.4 M
- Halstead Schools , K-12, ESPC , \$1.4 M

Professional Affiliations:

- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- Licensed Professional Engineer in the State of Kansas
- Member of Association of Energy Engineers (AEE)

Jackie Manatt, PE, CEM, Project Developer Comprehensive Solutions & Energy Services

Title:

- Project Developer

Years of Work Experience:

- 11 years (1 with Trane)

Work Experience:

- Trane: Project Developer (2021-Present)
- AES: Energy Engineer (2018-2021)
- CLEARresult: Energy Engineer (2013-2018)

Education / Certifications:

- B.S. Mechanical Engineering, Arkansas Tech University
- A.S. Nuclear Technology, Arkansas Tech University
- Professional Engineer (PE)
- Certified Energy Manager (CEM)
- Certified Measurement and Verification Professional (CMVP)

Areas of Expertise:

- Mechanical System Design
- Measurement & Verification (M&V)
- Energy Auditing
- Savings Calculations
- Rebate Acquisition
- Project Management

Project Responsibilities:

Jackie leads energy-based solutions for projects for Trane serving Missouri and Arkansas. His primary role includes developing and evaluating energy-related projects or programs to reduce energy costs or improve energy efficiency for existing facilities. His responsibilities also include conducting and overseeing detailed audits and energy analyses, managing pricing budgets, engineering design, and work scopes, establishing subcontractor relationships, and coordinating energy savings verification. Jackie will work with the Trane project development team to provide successful projects that meet the specific needs of TIPS Members. His role continues through the performance guarantee phase of each project, along with the performance measurement term.



Experience Summary:

As a Project Developer with Trane, Jackie assists K-12 school districts, municipalities, health care, and public sector clients in identifying energy saving opportunities in their facilities and helps them utilize those savings to fund capital improvement projects. Prior to Jackie's role as a Project Developer with Trane, he worked as an energy engineer/project manager in the industrial food processing field and as an energy engineer for a utility energy savings incentive program.

Representative Projects:

- VA Hospital Heat Recovery Loop
- VA Hospital Ice Storage Facility
- Medical Supplies Manufacturer Thermal Oxidizer Heat Recovery
- Industrial Steam Boiler Condensing Economizer Installation
- Industrial Steam Boiler Room Addition
- Industrial Wastewater Treatment Facility Addition

Professional Affiliations:

- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- Licensed Professional Engineer in the State of Arkansas
- Member of Association of Energy Engineers (AEE)

Kevin Glauber, CEM, Energy Engineer/Project Developer Comprehensive Solutions & Energy Services

Title:

- Energy Engineer/Project Developer

Years of Work Experience:

- 7 years (5 with Trane)

Work Experience:

- Trane: Energy Engineer/Project Developer (2019-Present)
- Trane: Complex Solutions Project Manager (2017-2019)
- Grunau: Assistant Project Manager (2015-2017)

Education / Certifications:

- B.S. Construction Engineering and Management, Marquette University
- Certified Energy Manager (CEM)

Areas of Expertise:

- Engineering & Technical Applications
- Electrical Systems
- HVAC & Central Plants
- Mechanical Systems
- Energy Auditing
- Savings Calculations
- Rebate Acquisition
- Project Management

Project Responsibilities:

Kevin leads energy-based solutions for projects for the Trane Heartland District serving Missouri and Illinois. His primary role includes developing and evaluating energy-related projects or programs to reduce energy costs or improve energy efficiency for existing facilities. His responsibilities also include conducting and overseeing detailed audits and energy analyses, managing pricing budgets, engineering design, and work scopes, establishing subcontractor relationships, and coordinating energy savings verification.

Kevin will work with the Trane project development team to provide successful projects that meet the specific needs of TIPS Members. His role continues through the performance guarantee phase of each project, along with the performance measurement term.

Experience Summary:

As a Project Developer with Trane, Jackie assists K-12 school districts, municipalities, health care, and public sector clients in identifying energy saving opportunities in their facilities and helps them utilize those savings to fund capital improvement projects. Prior to Jackie's role as a Project Developer with Trane, he worked as an energy engineer/project manager in the industrial food processing field and as an energy engineer for a utility energy savings incentive program.

Representative Projects:

- Laconia High School, K-12, PACT, \$2.2 M
- Rosendale Intermediate School, K-12, PACT, \$1.6 M
- Brandon Middle School, K-12, PACT, \$1.4 M
- Rosendale Primary School, K-12, PACT, \$ 1.4 M
- Jerstad Agerholm Elementary School, K-12, PACT, \$ 4 M
- Kenosha County Center Ice Storage

Professional Affiliations:

- Member of American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)
- Licensed Professional Engineer in the State of Arkansas
- Member of Association of Energy Engineers (AEE)



John Garrison, BAS/Controls Project Manager Comprehensive Solutions & Energy Services

Title:

- BAS/Controls Project Manager

Years of Work Experience:

- 25 years (6 with Trane)

Work Experience:

- Trane: Controls Project Manager
Comprehensive Solutions & Energy Services, (2019-Present)
- Harrison Energy Partners (Trane Franchise): BAS Project Manager (2015-2019)
- IK Electric: Project Manager / Electrician (2002-2015)
- Herman Wilson Electric: Electrician (1996-2002)

Education / Certifications:

- B.S. Building Construction Management – Univ. of Arkansas Little Rock
- Licensed Master Electrician

Areas of Expertise:

- Construction Management
- Sequence Verifications
- Building Automation Systems
- Engineering & Technical Applications
- Electrical Systems
- HVAC & Central Plants
- Mechanical Systems

Project Responsibilities:

John is responsible for the overall Project Management of Building Automation Systems (Controls) turnkey solutions within of Arkansas. This includes the direct management of all installers and programmers. John will be working closely with the sales and project development team; performing reviews of estimates, strategy discussions, and addressing/resolving issues. John will be an integral part of developing and managing the controls installation for the Arkansas area as part of the ESPC project. Maintaining good communication and TIPS Member service with clients is a key focus for John.



Experience Summary:

With a varied background, John brings valued viewpoints to the projects he is assigned. John has experience with heavy electrical and mechanical work, supervising projects in local government, military, industrial, and commercial markets. Listed below are just a few of the most recent clients that he has been working with.

Representative Projects:

- Pine Bluff Arsenal - ESPC, Federal, \$40 M
- Bowie County, Local Government, ESPC, \$1.6 M
- L'Oréal Turnkey projects
- Little Rock Air Force Base – Various Controls Projects
- Univ of Arkansas Little Rock – Various Controls Projects
- Arkansas Dept of Corrections - Various Controls Projects
- Delta Dental – New Headquarters - Controls
- Bank OZK – New Headquarters - Controls

Larry Duvall, Construction Project Manager Comprehensive Solutions & Energy Services

Title:

- Construction Project Manager

Years of Work Experience:

- 37 years (3 with Trane)

Work Experience:

- Trane: Construction Project Manager Comprehensive Solutions & Energy Services, (2018-Present)
- Comfort Systems: Project Manager, (2017-2018)
- Carrier Commercial Services: Project Manager, (2004-2017)
- Nuclear / Industrial / Petrochemical and Commercial Facilities: Superintendent, (1990 - 2004)

Education / Certifications:

- OSHA 30
- Various Equipment Certifications including Boilers, Packaged Equipment, and Chillers
- Licensed Arkansas Contractor

Areas of Expertise:

- Construction Management
- Engineering & Technical Applications
- Performance Contracting
- HVAC & Central Plants
- Mechanical Systems
- Boilers & Piping

Project Responsibilities:

Larry is responsible for the overall Project Management of turnkey solutions for all of Arkansas and SE Missouri. This includes the direct management of all subcontractors, installers, and administrators. Larry will be working closely with the sales and project development team; performing reviews of contracting estimates, strategy discussions, and addressing/resolving issues. Larry is highly focused on safety and delivering projects on time, per the schedule. Larry will be an integral part of developing and managing subcontractors and installers for the Arkansas area as part of the ESPC agreement. Maintaining good communication and TIPS Member service with clients is a key focus for Larry.



Experience Summary:

Larry has led numerous projects with K-12 school districts, municipal, healthcare, and private markets. He has significant expertise working within nuclear facilities and has extensive knowledge of all construction and safety requirements. Listed below are just a few of the most recent clients that he has been working with.

Representative Projects:

- L'Oréal Turnkey projects
- Bowie County, Local Government, ESPC, \$1.7 M
- Cooper Tire Turnkey projects
- Evergreen Packaging Turnkey projects
- Texarkana Independent School TX, K-12 ESPC
- Keesler Air Force Base, Federal, ESPC
- Hope Public Schools, K-12, ESPC
- Caddo Parish Sheriff's Office, Local Government, ESPC

Kevin Stewart, Project Superintendent Comprehensive Solutions & Energy Services

Title:

- Project Superintendent

Years of Work Experience:

- 39 years (14 with Trane)

Work Experience:

- Trane: Construction Manager – (2007-Present)
- Jones Lang LaSalle: Chief Engineer – (1994-2007)
- Noonan Krombach Company: Engineer, (1989-1994)
- Noonan Krombach Company: Shift Engineer, (1982-1989)

Education / Certifications:

- Stationary Engineers Course - Ranken Technical College
- Diesel, Gas Course - Ranken Technical College
- Refrigerant Transition and Recovery Certification - Universal Ferris State University
- AHERA Asbestos Contractor/Supervisor, PSH Inc. Training Center

Areas of Expertise:

- Construction Management
- Engineering & Technical Applications
- Performance Contracting

Project Responsibilities:

Kevin leads energy-based solutions for projects for the Trane Heartland District serving Missouri and Illinois. Kevin has 12 years of experience with Trane. His primary role includes the responsibilities for scheduling, inspections, quality control and job safety. He will be working directly with subcontractors, clients and with the Trane project development team to provide successful projects that meet the specific needs of TIPS Members. He will schedule subcontractors, consultants and vendors in critical path to ensure timely completion.



Experience Summary:

Kevin has led numerous energy-based projects with school districts (K-12), federal, municipal, healthcare, and higher education clients. He has significant expertise working with executive-level and facility director-level decision-makers and monitors every phase of the progress to ensure the project is completed within budget, and on time. Listed below are just a few of recent clients that he has been working with:

*Representative Projects:

- Mineral Area College, Higher Education, ESPC, \$2.5 M
- Wentzville R-IV School District. K-12, ESPC, \$14.2 M
- Parkway School District, K-12, ESPC, \$11.92 M (Two Phases)
- Parkway South High School, Phase 3 - K-12, ESPC, \$3.9 M
- O'Fallon CUSD 90, K-12, ESPC, \$6.6 M
- Normandy Schools Collaborative, K-12, ESPC, \$4.3 M
- Dunklin R-V School District, K-12, ESPC, \$4.5 M (Three Phases)
- Orion CUSD 223, K-12, ESPC, \$1.5 M
- Brown County CUSD 1, K-12, ESPC, \$4.5 M (Two Phases)
- Fort Zumwalt School District, K-12, ESPC \$8.8 M (Two Phases)
- University of Central Missouri, Higher Education, ESPC \$36 M
- School Sisters of Notre Dame, Private Institution, ESPC, \$3.3 M
- City of Des Peres, MO; ESPC, Local Government, \$3.9 M (Two Phases)
- State of Missouri, State Buildings, ESPC, State Government, \$3.4 M
- Palmer College of Chiropractic, Private Institution, ESPC, \$3.2 M
- Pine Bluff Arsenal, Federal, ESPC, \$40 M
- City of Wentzville, MO; ESPC - \$0.8 M

Professional Affiliations:

- Vice-president, Facility Operators and Service Providers Association (FOSPA) Engineering Group
- Jones Lang LaSalle Sigma Award

Phil Combs, CMVP, CEM, Measurement & Verification Engineer Comprehensive Solutions & Energy Services

Title:

- Measurement & Verification Engineer

Years of Work Experience:

- 28 years (14 with Trane)

Work Experience:

- Trane: Measurement & Verification Engineer, (2016-Present)
- Trane: Chiller Design & Test Engineer, (2007-2016)
- RAE Corporation: Custom HVAC Design Engineer, (2006-2007)
- Heatcraft: Refrigeration Systems Engineer, (1993-2006)

Education / Certifications:

- B.S. Electrical Engineering Technology, Oklahoma State University
- M.S. Energy Engineering, UCCS (pursuing degree)
- Certified Measurement & Verification Engineer (CMVP)
- Certified Energy Manager (CEM)

Areas of Expertise:

- Performance Contracting
- Measurement & Verification (M&V)
- Sequence Verifications
- Commissioning
- Energy Compliance
- Project Engineering
- Intelligent Services

Project Responsibilities:

Phil provides engineering support for energy performance projects (ESPC) in the Western US. Phil has 26 years' HVAC & Energy Engineering experience including: Design of chillers and custom HVAC equipment; Design of chiller testing facilities; Laboratory testing of chillers & refrigeration equipment; Chiller Product Reliability and Quality; Application of drives on pumps, fans, and compressors; Measurement and Verification for energy performance contracts.



Representative Projects:

- City of Fenton, Local Government, ESPC, \$2.5 M
- Mineral Area College, Higher Education, ESPC , Phase Two, \$2.5 M
- Paw Paw CUSD 271, K-12, ESPC , \$0.7 M
- Wentzville School District, K-12, ESPC , \$ 14.2 M
- Normandy School District, K-12, ESPC , \$ 4.3 M
- Missouri Athletic Club, Private, ESPC , \$2.3 M
- City of Des Peres, ESPC , Local Government, \$4 M
- O'Fallon, IL School District, K-12, ESPC , \$6.2 M
- Parkway School District, K-12, ESPC , (Two Phases), \$5.1 M
- Orion CUSD 223, K-12, ESPC , \$1.5 M
- Brown County CUSD 1, K-12, ESPC , \$4.5 M (Two Phases)
- Potosi R-III School District, K-12, ESPC , \$2.25 M (Two Phases)
- City of Sunset Hills, ESPC , Local Government, \$1 M
- City of Wentzville, ESPC , Local Government, \$750 K
- Dunklin School District, K-12, ESPC , \$3.5 M

Professional Affiliations:

- Association of Energy Engineers (AEE)
- International Performance Measurement and Verification Protocol (IPMVP) Committee Member
- ANSI C137 Committee Member

History of Trane

Trane U.S. Inc. (Trane), a wholly-owned subsidiary of Trane Technologies (NYSE: TT), provides systems and services that enhance and leverage the infrastructure of our clients to provide quality, comfort, strong financial impacts, and sustainable outcomes of buildings around the world. Trane's 100-year history as a trusted provider of superior products and services has resulted in a global network of project offices and service/parts locations.

Trane began in **1885** as a family plumbing business in La Crosse, Wisconsin, and became the Trane Company in **1913**. Over the next hundred years, Trane established its position as a pioneer in climate control. In 1931, the company patented its first air conditioner. Seven years later, Trane launched Turbovac, a new type of water chiller that fundamentally altered the industry's approach to large-building air conditioning systems. These early innovations paved the way for Trane's industry-leading commercial air conditioner, CenTraVac™— the highest efficiency, lowest emissions, most reliable chiller on the market. Throughout the second half of the Twentieth century, Trane expanded its offerings to TIPS Members. With the acquisition of Sentinel Electronics in the late 1970s, and General Electric's Central Air Conditioning Division in 1982, Trane expanded both its residential and energy management offerings and entered the building automation system market. In 1984, American Standard Companies, Inc., acquired the Trane Company, and four years later, launched the American Standard Heating & Air Conditioning Brand. Throughout the 1990s and early 2000s, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED®) building rating program grew—which influenced building, system, and product design. In addition, control system integration and capabilities increased due to ASHRAE Standard requirements as well as the desire to reduce system energy use.

Trane became a qualified U.S. Department of Energy ESCO in **1999**. Since that time, Trane has managed energy services performance contracting (ESPC) programs for federal government agencies, including the Department of Energy, Department of State, Navy, Army, Air Force, and the General Services Administration. Trane's Federal ESPC portfolio includes \$641 million in DOE ESPC projects. In **2004**, Trane became a NAESCO Accredited Energy Service Provider. By 2007, annual air conditioning sales and services topped \$7.4 billion. Trane, Inc., became a public entity after American Standard Companies divested other portions of its business. In December 2007, it was announced that Trane would merge with Ingersoll Rand. The merger became final in June of 2008. System and product investment and introduction continued during this time as the company again responded to TIPS Member and standard requirements, as well as the impact of the sustainability movement. Trane's Renewable and Resilient Energy and Power Systems Team focused on developing Smart Grid, Solar Power, Wind Power, and Generator capabilities.

In 2013, Trane launched a series of commercial products that reduce carbon emissions by 99.9%. After completing a successful Reverse Morris Trust Transaction with former parent company Ingersoll Rand in March 2020, Trane Technologies and is now listed on the New York Stock Exchange.



Financial Strength & Additional Information about Trane Technologies

Trane and Thermo King (whose primary business is temperature control systems for trucks, trailers, shipboard containers, and railway cars) are the two brands under the Trane Technologies plc umbrella. Trane Technologies was created on March 2, 2020, when it was spun off from Ingersoll-Rand plc. The company trades on the New York Stock Exchange under the ticker: TT. Trane and Thermo King were formerly the Climate Segment of Ingersoll Rand, accounting for \$13 billion in revenue for the calendar year 2021.

