

TIPS VENDOR AGREEMENT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RCSP 170303 HVAC (JOC)

General Information

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

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

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

Definitions

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

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" or "\$0" or other similar indication.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she 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.
2. 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 participants in the TIPS program.
3. 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.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

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 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 or executed Agreement 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 ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

1. **Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of 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, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". Order is 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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

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 fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

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

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

Smoking

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

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

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

Supplemental agreements

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

Legal obligations

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

Audit rights

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 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. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. 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. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Services

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

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the

TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

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

Incorporation of Solicitation

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

Special Terms and Conditions

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

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through 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.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RCSP 170303 HVAC (JOC)

Company Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Email of Authorized Representative _____

Name of Authorized Representative _____

Title _____

Signature of Authorized Representative 

Date _____

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/26/2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North	Address
Email	david.mabe@tips-usa.com		Pittsburg, TX 75686	Contact
Phone	+1 (903) 243-4759	Contact	David Mabe, TIPS Vice-President of Construction	Department Building
Fax	+1 (866) 749-6674			Floor/Room
Bid Number	170303 Addendum 2	Department		Telephone
Title	HVAC (JOC)	Building		Fax
Bid Type	RFP			Email
Issue Date	3/2/2017 08:05 AM (CT)	Floor/Room		
Close Date	4/28/2017 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	Plug Smart (Juice Technologies Incorporated)
Address	350 E 1st Ave STE 210 Columbus, OH 43201
Contact	Mark Himmel
Department	
Building	
Floor/Room	
Telephone	(800) 518-5576
Fax	(800) 518-5576
Email	mark.himmel@plugsmart.com
Submitted	4/28/2017 08:14:30 AM (CT)
Total	\$0.00

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

Signature Mark Himmel

Email mark.himmel@plugsmart.com

Supplier Notes

Please advise if there are any clarifications necessary for the Response Attachments. It has been our pleasure to participate in this RFP process.

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, 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.)	Plug Smart, headquartered in Columbus, is an energy services company that specializes in developing large-scale energy projects that include performance-based energy savings guarantees. Plug Smart has a proven track record of developing multi-million dollar, complex energy projects in the education sector.
6	Primary Contact Name	Primary Contact Name	Lucas Dixon
7	Primary Contact Title	Primary Contact Title	Program Manager
8	Primary Contact Email	Primary Contact Email	lucas.dixon@plugsmart.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-518-5576
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-518-5576
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	614-580-3352
12	Secondary Contact Name	Secondary Contact Name	Tom Erlenwein
13	Secondary Contact Title	Secondary Contact Title	Senior Project Development Engineer
14	Secondary Contact Email	Secondary Contact Email	tom.erlenwein@plugsmart.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-518-5576
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-518-5576
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	614-359-9593

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Colleen Lorms
19	Admin Fee Contact Email	Admin Fee Contact Email	colleen.lorms@plugsmart.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-518-5576
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Colleen Lorms
22	Purchase Order Contact Email	Purchase Order Contact Email	colleen.lorms@plugsmart.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-518-5576
24	Company Website	Company Website (Format - www.company.com)	www.plugsmart.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	26-2368277
26	Primary Address	Primary Address	350 E 1st Ave., STE 210
27	Primary Address City	Primary Address City	Columbus
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	OH
29	Primary Address Zip	Primary Address Zip	43201
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.)	hvac, hva/c, hvacr, design-build, d-b, energy, efficiency, energy efficiency, esco, solar, renewable, sustainable, facility improvement, plug smart, controls, reliable, reliable controls, job order contract, job order contracting, joc, construction, services, design services
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Columbus
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Ohio
35	Pricing Information:	Pricing information section. (Questions 36 - 38)	(No Response Required)
36	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
38	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
39	Years Experience	Company years experience in this category?	9
40	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

41	Estimating Requirements	Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question.	RS Means Online
42	Other Estimating Software	Please list the program name, website address and phone number of the requested estimating software.	
43	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
44	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.	(No Response Required)
45	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	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, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf Do you have any conflicts under this statutory requirement?	No
46	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	

47 Certification Regarding Lobbying

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

If you certify the three (3) certification of lobbying statements above, answer YES to this question and move to the next question. No action is needed.
If the answer to this question is NO, and you can not certify the three (3) statements above, please download the Certification Regarding Lobbying form, fill out the form, sign the form, scan the form and upload to the Certification Regarding Lobbying section on the "Response Attachments" tab.
You may find the Blank Certification Regarding Lobbying form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CRL.pdf>

48 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. Yes

49 Regulatory Standing

Regulatory Standing explanation of no answer.

50 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form 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.

- 52 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

- 53 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and 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. Yes

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)
USDA is an equal opportunity provider, employer, and lender.

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

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

- 54 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- 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 is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules 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.
- 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.
- 55 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 Federal Rule (A) 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?
- 56 2 CFR PART 200 (B) Termination Yes
- 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 Federal Rule (B) 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?

57	2 CFR PART 200 (G) Clean Air Act	<p>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).</p> <p>Pursuant to Federal Rule (G) 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 the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) 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 of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
59	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>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.</p> <p>Pursuant to Federal Rule (I) 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 after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

60	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) 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 \$100,000)</p> <p>Pursuant to Federal Rule (12) 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 \$100,000, 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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
61	2 CFR PART 200 Procurement of Recovered Materials	<p>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</p> <p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

62 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

63 Remedies

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

Yes, I Agree

64 Remedies Explanation of No Answer

65	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards 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.</p> <p>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?</p>	Yes
66	Jurisdiction and Service of Process	<p>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 clauses in contracts with TIPS members may be determined by the parties.</p> <p>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?</p>	Yes
67	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68	Alternative Dispute Resolution Explanation of No Answer		
69	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

70 Infringement(s) Explanation of No Answer

71 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

72 Acts or Omissions Explanation of No Answer

73 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

74 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute 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

75 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. 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

(No Response Required)

76 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.

77 Solicitation Deviation/Compliance

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

- 78 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.
- 79 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 80 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.

Line Items

Response Total: \$0.00

REFERENCES

Please provide three (3) 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 three (3) references.

Entity Name	Contact Person	Email	Phone
Stow-Munroe Falls City School District	Mr. Mark Fritz, Business Manager	Mark Fritz <st_mfritz@smfcsd.org>	330-814-2059
London City School District	Ms. Kristine Blind, Treasurer	Blind, Kristine <kristine.blind@london.k1	740-852-5700
Archbold Area Local School District	Mr. Aaron Rex, Treasurer	Archbold Area <arex@archboldschools.o	419-445-5579
North Canton City Schools	Mr. Todd Henne, Business Director	twh2nc@northcantonschools.org	30-497-5600
Greenon Local Schools	Mr. Bradley McKee, Treasurer	Brad McKee <bmckee@greenon.k12.oh.	937-462-8308
Village of Granville	Mr. Steve Stilwell, Village Manager	sstilwell@granville.oh.us	740-587-0707

April 26, 2017

Request for Proposals: 170303 HVAC Job Order Contract (JOC)



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Cover Letter



April 26, 2017

ATTN: TIPS-USA HVAC (JOC) RFP Evaluation Committee
Region 8 Education Service Center
4845 US Hwy. 271 North
Pittsburg, Texas 75686

RE: TIPS-USA HVAC Job Order Contract (JOC) Request for Proposals

TIPS-USA Evaluation Committee Members,

Plug Smart considers the opportunity to propose our services for an additional TIPS-USA contract a privilege. The JOC program provides TIPS-USA and Plug Smart an opportunity for a transformative partnership. As TIPS-USA strives to optimize the value delivered to its members, Plug Smart is a project developer that is uniquely positioned to do just that.

We understand that *time* is a TIPS-USA member's primary focus in pursuing a Job Order Contract. Our offices are chock-full of experienced HVAC industry professionals, and with our prime objective of delivering the projects that clients want, when they want them, Plug Smart will be able to quickly and effectively utilize this program to provide HVAC services for TIPS-USA members.

Of course, in addition to time, price and quality are also crucial considerations. While compiling this proposal, our entire program team, including all four of our company officers, have deliberated to ensure that the proposed pricing can deliver competitive pricing within the HVAC marketplace while also committing the time and attention of the qualified internal resources to get projects done well.

Plug Smart believes that every meeting with adversity is an opportunity for creativity, and Job Order Contracting brings a science to that mantra. While many, if not every facility has unique needs and limitations, the creativity behind solution development can be streamlined by employing Job Order Contract pricing.

Plug Smart is committed to improving the value delivered by TIPS-USA, and as we continue to pursue and acquire new procurement contracts like this one, we have more tools in our toolkit when our clients come to us with their facilities problems. With this contract, we will strengthen our capability to provide both current and future TIPS-USA members with best-in-class service, demonstrated past project experience, and a history of participating in sustainable win-win relationships. The following pages represent our firm's supplementary response to your Request for Proposals.

Sincerely,



Dave Zehala, President
Plug Smart

1. Price



Price: 28 points maximum weight

Prices quoted as related to the information within the solicitation as a coefficient of the R. S. Means price book, and, if requested or proposed, any other line item pricing. Any Regular Hours Multiplier Coefficient proposed on the pricing exhibit greater than 1.5 will receive no points. A proposal with a coefficient less than 1, will receive maximum points.

Pricing

Plug Smart agrees to furnish and/or deliver Job Order Contracting (JOC) services to TIPS-USA members. Per the request of the RFP, Plug Smart has provided pricing based on a multiplier coefficient of the R.S. Means price book sections for the categories solicited. Additionally, Plug Smart acknowledges TIPS-USA's request and agrees to use current R.S. Means edition of Facilities Construction Cost Data as its Unit Price Book (UPB)

Plug Smart will use RS Means Online for current (updated quarterly) pre-priced data.

Plug Smart will furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS-USA participating members.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB) from RS Means. When a specific project or job order is issued, Plug Smart will propose the scope of work and the cost will be determined by applying the coefficient to the appropriate units in the UPB. For convenience, we have attached a copy of our Pricing Exhibit below (starting on the next page).

PRICING EXHIBIT

RCSP 170303 HVAC (JOC)

There is additional information in the RCSP document on RS Means. You may go to the RS Means website to learn more about this price book. <https://www.rsmeans.com>

The RS Means Price Book is adjusted for different geographic areas by using a City Cost Index multiplier for each location. This is in the definitions section of the RCSP document. Example: The current Dallas' City Cost Index is 86.9% and it is included in the sample calculation below.

EXAMPLE:

Unit Price Book cost	\$100.00
City Cost Index (Dallas)	.869
Contractor Coefficient	.95
Formula	(UPB) x (City Cost Index) x (Contractor Coefficient)
Cost To TIPS Member	(\$100.00) x (.869) x (.95) = \$82.555
TIPS Fee	(\$82.555) x (.02) = \$1.6511
Net To Contractor	(\$82.555) – (\$1.6511) = \$80.90

Please enter the coefficient you propose to apply to the RS Means Price Book Pre-Priced Tasks for each division.

RS Means (Division 1 – General Conditions)	<u>.9</u> Regular Hours Multiplier Coefficient
	<u>.9</u> After Hours Multiplier Coefficient
RS Means (Division 2 – Existing Conditions)	<u>.9</u> Regular Hours Multiplier Coefficient
	<u>.9</u> After Hours Multiplier Coefficient
RS Means (Division 5 – Metals)	<u>.9</u> Regular Hours Multiplier Coefficient
	<u>.9</u> After Hours Multiplier Coefficient
RS Means (Division 6 – Woods and Plastics)	<u>.9</u> Regular Hours Multiplier Coefficient
	<u>.9</u> After Hours Multiplier Coefficient
RS Means (Division 7 – Thermal and Moisture Protection)	<u>.9</u> Regular Hours Multiplier Coefficient
	<u>.9</u> After Hours Multiplier Coefficient
RS Means (Division 8 – Doors and Windows)	<u>.9</u> Regular Hours Multiplier Coefficient
	<u>.9</u> After Hours Multiplier Coefficient
RS Means (Division 9 – Finishes)	<u>.9</u> Regular Hours Multiplier Coefficient
	<u>.9</u> After Hours Multiplier Coefficient
RS Means (Division 22 – Plumbing)	<u>.9</u> Regular Hours Multiplier Coefficient
	<u>.9</u> After Hours Multiplier Coefficient
RS Means (Division 23 – Heating, Ventilation and Air Conditioning)	<u>.9</u> Regular Hours Multiplier Coefficient
	<u>.9</u> After Hours Multiplier Coefficient
RS Means (All Other Divisions)	<u>.9</u> Regular Hours Multiplier Coefficient
	<u>.9</u> After Hours Multiplier Coefficient

** Any regular hours coefficient of 1.5 or greater will receive 0 points for the pricing criterion.

Please list the geographic markets where you are licensed, and desire to perform work. You may select national coverage or states. Check the appropriate box below:

National Coverage

States – List the abbreviation of each desired state in the space below. (Example: AR, MO, TX, Etc.)

Non-Pre-Priced Markup 16.96 %

Non-pre-priced line items are items not found in the Unit Price Book. Enter in the blank above your percentage markup that includes overhead and profit.

2. Experience



Offeror's experience: 24 points maximum weight

Scoring may be based on references, information provided in the response or TIPS staff knowledge or any other information available to TIPS evaluators.

Firm History

Plug Smart was founded in 2008 by industry veteran Rich Housh and is a design-build energy efficiency and facility improvement project development services company that helps clients analyze, design, develop, and implement design-build projects that fund themselves through the utility, operations, and maintenance savings they create. Plug Smart is a registered S Corp.

Prior to founding Plug Smart, Mr. Housh was the founder and CEO of Control Solutions, headquartered in Lebanon, Ohio. Over a 25-year period, Mr. Housh grew this business to 500 employees, 17 offices and implemented more than \$250 million of energy projects on five continents. In 2002, Housh sold the company to TAC/Schneider Electric, an \$18B French company, for \$75M. Plug Smart operates as the most refined iteration of Mr. Housh's vision.

Plug Smart is headquartered in Columbus, Ohio. Our branch offices are strategically located to ensure efficient mobilization as we are completing work. From Michigan to Florida, our clients have someone from our team nearby in case assistance is needed.

A partial list of Plug Smart professional organization relationships includes: (i) TIPS-USA (ii) Association of Energy Engineers; (iii) Energy Services Coalition; (iv) Department of Energy Certified Energy Services Company; (v) Ohio Advanced Energy Coalition; (vi) META Solutions; (vii) Buckeye Association of School Administrators; (viii) Ohio Association of School Business Officials; (ix) Ohio School Board Association; and (x) Ohio Hospital Association.

A partial list of Plug Smart's design-build services, energy engineering, project development, consulting, and project management services include:

- Design-build project development and implementation including HVAC systems, lighting systems, roofing, windows, information technology, food services, control systems, motors, drives, precision clean rooms, compressed air systems, demand limiting, asphalt rehabilitation, masonry and concrete repair, flooring, electrical service and performance contracting services.
- On-site generation services including project development services, cogeneration, CHP, solar, power purchase agreements, feasibility studies, financial modeling, generation site planning and logistics, third party financing.
- Controls engineering services including commissioning, retro-commissioning, remote monitoring, DDC maintenance and smart building systems.
- Energy consulting services including energy audits and assessments, owner's representative services, measurement and verification, green energy and energy efficiency training, and energy engineering design services.
- Facility master planning services designed to document and quantify long-view infrastructure roadmaps.

Plug Smart engineers are recognized as industry; notable accomplishments and relevant presentations include the following:

- Honored and selected on the Inc. 500 fastest-growing company list for 2013, 2014, and 2015 comprised of businesses that have demonstrated innovation and growth across the entrepreneurial landscape of the United States. Plug Smart was most recently #339 on the US list and #7 in Ohio and the only energy company represented for the third consecutive year.
- Certified Service Disabled Veteran Owned Small Business (SDVOSB) with successful energy projects completed or underway at Dayton VAMC (LED Lighting), Cleveland VAMC (Smart Building System) and Chillicothe VAMC (Controls Integration).
- Department of Energy Certified Energy Services Company (ESCO), uniquely qualifying Plug Smart to perform energy-savings performance contracting at any federal agency.
- Recognized by American Electric Power in 2011 and 2012 as its Top Solution provider from a pool of 214 engineering firms, architects, suppliers, distributors and other ESCO's trained on AEP Ohio's energy efficiency programs for business customers.
- Honored and selected in 2012 as a semi-finalist in the Green Category for the TechColumbus Innovation Awards for continued excellence in the design and implementation of green technology and services.
- Recognized by Columbus Ohio Mayor Michael Coleman in his annual City Address for Plug Smart's contributions in the green energy field and for job creation in the New Economy
- Ohio Association of School Business Officials conference: "HB264 - Mission Critical Steps That Will Help Your School District Maximize Their Investment", April 9, 2014.
- Buckeye Association of School Administrators conference: "Retro-Commissioning - How to Check Your Building's Vitals, Stop Bleeding Cash, and Reveal the Hidden Cost Savings in Your School Facilities", March 11, 2015.
- Ohio Public Facilities Maintenance Association conference: "The Importance of Employing Energy Management in Your School District", October 26, 2015.
- Ohio Public Facilities Maintenance Association conference: "Retro-Commissioning - How to Check Your Building's Vitals, Stop Bleeding Cash, and Reveal the Hidden Cost Savings in Your School Facilities", October 26, 2015.
- Ohio School Board Association conference: "How to Reduce Your School District's Energy Consumption by 7% by 2018 Using Low Cost or No Cost Energy Benchmarking Techniques", November 9, 2015.
- Buckeye Association of School Administrators conference: "HB153: The Easiest, Most Efficient Way to Tackle Facility Projects", March 10, 2016.
- Ohio Association of School Business Officials conference: "Hiring an Energy Manager Without Impacting the District's Bottom Line", April 13, 2016.
- Ohio Public Facilities Maintenance Association conference: "Air Handling Maintenance: Fix Now or Pay Later", October 24, 2016

- Ohio Association of School Business Officials, Facility Director Event: “Continuous and Retro-Commissioning”, December 12, 2016
- Ohio Association of School Business Officials, Annual Workshop: “Innovative Ways to Use Your Special Maintenance Fund to Fuel Self-Funding Facility Projects”, April 27, 2017

Team Education and Experience

Name	Title	Experience	Education & Training
Company Administration			
Rich Housh	Chief Executive Officer	35 years	BS Education, Miami University HVAC Technology, University of Cincinnati Certified Energy Manager
Dave Zehala	President	28 years	BS Electrical Engineering, Ohio State MBA, the University of Texas at Austin Certified Energy Manager
Tom Martin	Chief Financial Officer	26 years	BS Architectural Eng., Penn State Certified Energy Manager
Dan Papay	Chief Operations Officer	27 years	BS Mechanical Engineering, MS Mechanical Engineering MBA, Wright State Professional Engineer LEED AP
Project Development			
Lucas Dixon	Program Manager	8 years	BA Political Science, Ohio State Certified Energy Manager
Mark Asbach	VP, Project Development	30 years	BS Education, Wilmington College Certified Energy Manager
Tom Erlenwein	Sr. Project Development Engineer	30 years	LEED AP
Will Lytwyn	Sr. Project Development Manager	12 years	BS Mechanical Engineering, Ohio State Certified Energy Manager
Nathan Krieger	Project Development Manager	15 years	BS Industrial Engineering, Lhigh MBA, PITT Certified Energy Manager
Matt Kussman	Project Development Manager	12 years	BA English, Dayton MBA, Wright State
Mark Himmel	Project Development Manager	8 years	AAS Electrical Engineering, Columbus State
Design and Engineering			
Steve Boyce	Sr. Electrical Engineer	30 years	BS Electronic Engineering, Franklin Univ. Certified Energy Manager Business Energy Professional
Dan Trombley	Sr. Mechanical Engineer	9 years	BS Mechanical Engineering, Dayton MS Mechanical Engineering, Dayton Licensed Professional Engineer (PE)

Jarret Kelley	Sr. Energy Engineer	8 years	BS Mechanical Engineering, Dayton
			MS Renewable and Clean Energy, Dayton Certified Energy Manager
Jason Roland	Energy Engineer	4 years	BS Mechanical Engineering, Dayton
			MS Mechanical Engineering, Dayton
Alex Brogan	Energy Engineer	3 years	BS Mechanical Engineering, Dayton
			MS Renewable and Clean Energy, Dayton
Construction			
Ed Duckworth	Director of Operations	23 years	Columbus State Community College
			Purdue University - Project Management
Tim Pierce	Sr. Project Manager	34 years	BA Criminal Justice, Ohio Dominican
			LEED AP
Clint Sharp	Project Engineer	20 years	Certified Project Manager
			A+ Certified
Mike Albright	Project Engineer	30 years	BS Mathematics, Miami University
			Certified Energy Manager
			Business Energy Professional Certified Demand Side Manager
Matt McMillen	Project Engineer	38 years	U.S. Navy Nuclear Power School
			Certified Energy Manager
Rick Muncy	Estimator	23 years	HVAC License
			Columbus State Community College
Justin Eschman	Project Coordinator	11 Years	BA, Business Admin, Baldwin-Wallace
			Certified Project Manager
Support Staff			
Colleen Lorms	Office Manager	20 years	Licensed Notary
Gay Hauenstein	Administrative Assistant	15 years	AAS, Accounting, Columbus State

Team Credentials

Plug Smart is a strategically assembled group of industry professionals. Brief descriptions of the certifications that the team members hold are provided below:

Certified Energy Managers (CEM), professionals who have distinguished themselves as leaders in the field of engineering efficiency. These individuals have demonstrated high levels of experience, competence, and proficiency in the field of energy management. The CEM designation is recognized as the standard for qualifying energy professionals by the US Department of Energy (DOE), the Office of Federal Energy Management Programs (FEMP), the US Agency for International Development, numerous state energy offices and private corporations.

Professional Engineers (PE), licensed by the State government when they have met the legal requirements sufficient to be permitted to practice engineering. Licensure is a way to protect public health, safety, and welfare. Engineers who have earned the PE designation have at the least a Bachelor's Degree in Engineering, they have passed both the Fundamentals of Engineering and Principles of Practice examinations given by the National Council of Examiners for Engineers and Surveyors and have four years of practical experience in the engineering field.

Certified Measurement & Verification Professionals (CMVP), the most qualified professionals in this growing area of the energy industry, and raising the overall professional standards within the measurement and verification field. The International Performance Measurement & Verification Protocol (IPMVP), first established by the U.S. D.O.E., has become the internationally recognized protocol for performance measurement and verification (M&V). The IPMVP guidelines, built with the help of organizations from 16 countries and hundreds of individual experts from 25 nations, provides a consistent, reliable approach to M&V around the world.

Leadership in Energy & Environmental Design Accredited Professionals (LEED AP), leaders in the field and active participants in the green building movement. With jobs specifying the need for green building expertise, a LEED credential shows a clear commitment to professional growth, while underscoring value to LEED project teams and sustainability-focused organizations.

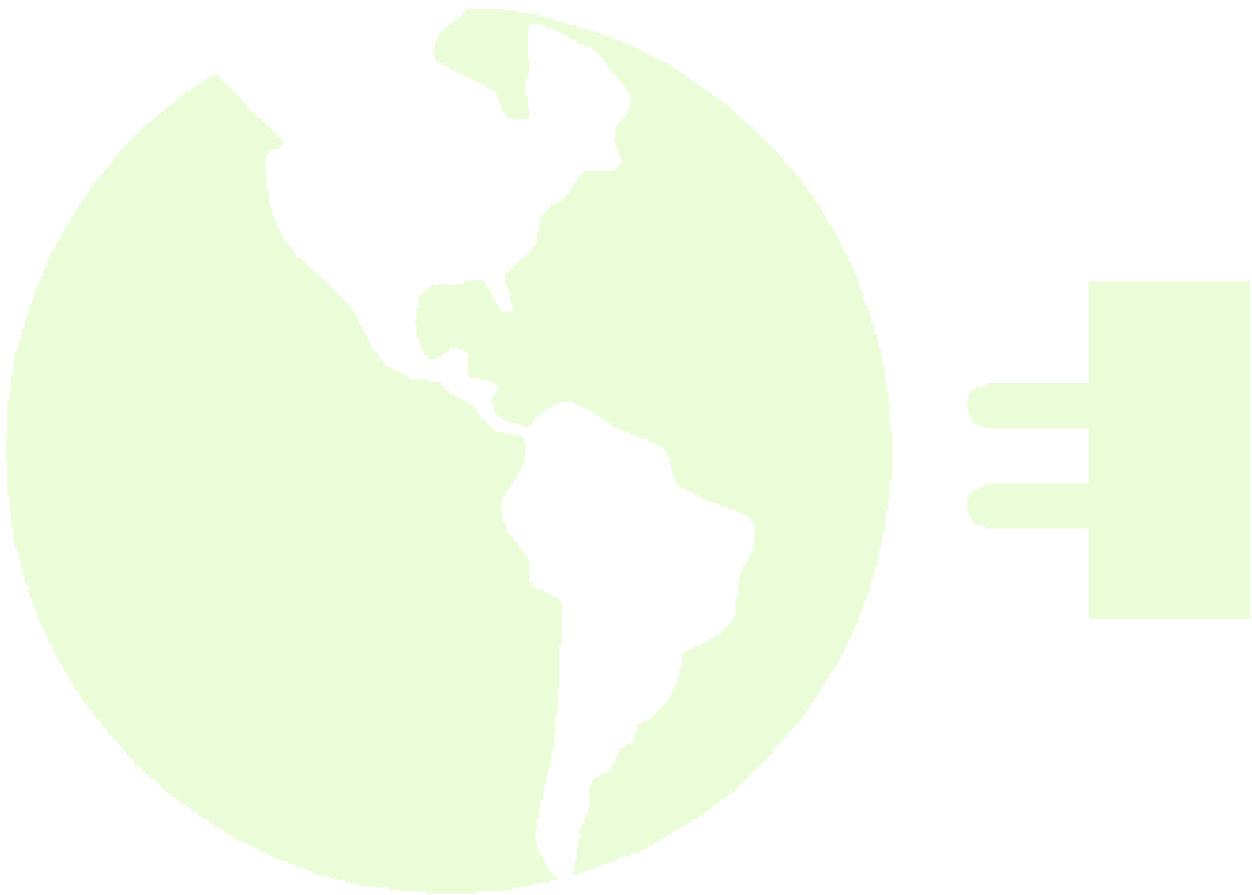
Certified Sustainable Development Professionals (CSDP), individuals who have demonstrated high levels of experience, competence, proficiency, and ethical fitness in the sustainable development and environmental practices. The CSDP is a professional with expertise in Developing & Implementing Sustainability Programs, Environmental Issues, Alternative Energy & Carbon Reduction, Sustainable Policy Programs, Energy Efficiency Technologies in Sustainable Buildings, Impact of Sustainable Development Policies, Renewable Energy, Sustainable Transportation, Water Conservation and Financial Assessments.

AEE's Certified Business Energy Professionals (BEP), business/marketing and energy professionals who have demonstrated a high level of competence and ethical fitness for business/marketing and energy management related disciplines, as well as laws governing and affecting energy professionals.

Other notable accomplishments include the following:

- Department of Energy Certified Energy Services Company (ESCO), uniquely qualifying Plug Smart to perform energy-savings performance contracting at any federal agency.
- Plug Smart team members are recognized as industry experts and have spoken and presented at ten green energy conferences over the past five years.
- Honored and selected on the Inc. 500 fastest-growing company list for 2013, 2014 and 2015, comprised of businesses that have demonstrated innovation and growth across the entrepreneurial landscape of the United States. Plug Smart was most recently #368 on the US list and #10 in Ohio.
- Awarded the Columbus Business Fast 50 Company list in 2014 and 2015
- Recognized by American Electric Power in 2011 and 2012 as its Top Solution provider from a pool of 214 engineering firms, architects, suppliers, distributors and other ESCO's trained on AEP Ohio's energy efficiency programs for business customers.
- Honored and selected in 2012 as a semi-finalist in the Green Category for the TechColumbus Innovation Awards for continued excellence in the design and implementation of green technology and services.
- Recognized by Columbus, Ohio Mayor Michael Coleman in his annual City Address for Plug Smart's contributions in the green energy field and for job creation in the New Energy Economy.

3. Reputation
















Offeror's reputation: 24 points maximum weight

Scoring may be based on references, information provided in the response or TIPS staff knowledge or any other information available to TIPS evaluators.

References

Plug Smart has a broad range of experience successfully implementing HVAC projects. We have made delivering best-value solutions that meet and exceed our clients' expectations standard practice and see that mission as critical to the success of our partnership with TIPS-USA. We have focused on preparing a well-rounded representation of our experience delivering successful HVAC projects. Below, our metrics illustrate how we comfortably execute projects in excess of \$6 million dollars while also maintaining the agility to pay due attention to every detail of the project.

Select K-12 References													
													
	North Canton	Carrollton	London	Marlington	Willard	Miller	North Olmsted	Washington	Benton-Carroll-Salem	Stow-Munroe Falls	Findlay	Southern (Perry)	Berne Union
Students	4,507	2,229	1,994	2,368	1,588	470	4,573	3,653	1,934	5,230	2,353	454	329
Project Size	\$2.5M	\$708K	\$1.1M	\$1.2M	\$353K	\$550K	\$3.3M	\$3.4M	\$619K	\$4.2M	\$6.6M	\$2.2M	\$1.5M
Facility Improvement Measures													
Lighting	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Boilers	✓				✓		✓	✓		✓			
Chillers	✓		✓					✓					✓
Rooftop Units		✓		✓					✓			✓	✓
Controls	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
Ventilation					✓	✓		✓	✓		✓	✓	
Windows	✓						✓			✓	✓		
Roof											✓	✓	✓
Exteriors											✓	✓	✓

Success Stories

Below is a more detailed breakout of past success at select HVAC-focused projects. Each has a brief description of project scope and a summary of how Plug Smart worked with the client to achieve success.

Findlay City School District

Project Type: **HVAC Focused**, Design-Build Energy Efficiency and Facility Improvement

Facility Type: Academic

Project Size: \$6.6M

Timeline: In year 3 of the 5-year construction plan

Success Story: Findlay City School District needed new boilers at several of its schools and wanted to add air conditioning to several others. Findlay City School District had the luxury of approved funding to complete a multi-year phased project approach but did not have a convenient way of contracting a multi-building, multi-year contract that had to shift priorities as different buildings mechanical systems aged. Findlay City Schools partnered with Plug Smart using HB153 because it provided the flexibility and opportunity for cost savings.

Stow-Munroe Falls City School District

Project Type: **HVAC Controls Focused**, Design-Build Energy Efficiency and Facility Improvement

Facility Type: Academic

Project Size: \$4.2M

Operational Savings: \$356K/year

Timeline- In year 3 of 3 years of the construction plan

Success Story: Stow-Munroe Falls was stuck in an expensive service contract with a large controls contractor with no way out. Stow-Munroe Falls and Plug Smart partnered to tackle both problems utilizing HB153 and energy savings to fund major portions of the project. Plug Smart also helped the district replace failing envelope infrastructure like their aging windows.

Washington Local School District

Project Type: **HVAC Focused**, Design-Build Energy Efficiency and Facility Improvement

Facility type: Academic

Project Size: \$2.7M

Operational Savings: \$180K/year

Timeline: In year 2 of 4 construction years

Success Story: Washington Local School District needed new boiler plants at several schools, but had no way to pay for the critical infrastructure improvements. The district also badly needed new exterior and interior lighting to improve light quality of inefficient T-12 fluorescents and Metal Halide exterior fixtures. Plug Smart was able to utilize the savings created from the lighting energy savings, building automation improvements, and other energy savings improvements to pay for the much-needed new boiler plants.

Archbold Local School District

Project Type: **HVAC Focused**, Design-Build Energy Efficiency and Facility Improvement

Facility type: Academic

Project Size: \$867K

Operational Savings: \$58K/year
Timeline: Year 2 of M&V contract

Success Story: Archbold School District needed new rooftop units to replace the end of life equipment that could fail at any day and was costing a lot of money to maintain. The district was committed to energy efficiency and had just recently installed a wind turbine to help save money. Plug Smart and the District's administration team worked together to find energy savings through new lighting, controls improvement, and retro-commissioning to offset the cost of the new rooftop unit equipment and installation costs.

Berne Union Local School District

Project Type: **HVAC Focused**, Design-Build Energy Efficiency and Facility Improvement
Facility Type: Academic
Project Size: \$1.5M
Operational Savings: \$46K/year

Success Story: Berne Union needed a new roof and new roof top HVAC units, but was struggling to find a way to fund the project. Berne Union partnered with Plug Smart, and through the collaboration utilized energy savings, HB153 contracting vehicle, and a Certificate of Participation (lease), were able to tackle these capital-intensive needs.

Southern Local School District

Project Type: **HVAC Focused**, Design-Build Facility Improvement
Facility Type: Academic
Project Size: \$2.2M

Success Story: Southern Local School District had over two hundred end-of-life heat pump units. They also needed new roofing and asphalt parking lots, but had no way to pay for these critical improvements. Southern Local partnered with Plug Smart using HB153 and Certificate of Participation (Lease) to access previously approved monies to solve a critical infrastructure problem. Plug Smart was able to complement the capital projects with energy saving focused projects to help further reduce the financial burden of the project.

Additional information provided in Project Profiles beginning on the **next page**.

Project Profiles

Findlay City School District



“ Plug Smart demonstrated a deep understanding of what we wanted to accomplish and how we wanted to do it in their proposal to us. They have open book pricing transparency with vendors and procurements, and have guaranteed their pricing over the course of the project – all of this promotes trust in working together over the next five years. That coupled with their excellent engineering and project management skills and track record on the last project made us very comfortable selecting them as the design-build contractor.”

*- Dennis Doolittle,
Findlay City Schools Maintenance Supervisor*

Overview

Project Type : Design-Build Energy Efficiency and Facility Improvement
Facility Type: Academic
Project Cost: \$6.6 Million

The Client:

- Findlay City Schools has five elementary schools, three intermediate schools, two middle schools, one high school and one career center and recently completed a successful HB264 energy project with Plug Smart. All buildings are located in Findlay, Ohio and make up one of eight school districts in Hancock County.

The Problem:

- The district's facilities had significant needs to replace and renew many capital intensive aspects of their facilities including new roofs, asphalt work, HVAC, venting and control upgrades, repairs to a loading dock, new gymnasium flooring, bleachers, lockers, security cameras and door access protection, and windows and air conditioning for all the schools. This posed a complex process for maintaining cost control and managing various multiple different projects with multiple different vendors.

The Plug Smart Solution:

- Using HB153 that allows for a design-build contractor to manage multiple aspects of a project, Plug Smart created a program that offered economies of scale, guaranteed pricing, central management and cost control that enabled the district to meet all of its facility improvements under one single-financed project. Plug Smart accessed over \$370,000 in grants and rebates, and the entire project will show a net positive of over \$2 million dollars over 25 years.

Technical Highlights

- Roof replacement
- Restroom renovation
- Improvements to the access controls system
- Removal and installation of new carpeting
- Masonry tuckpointing and targeted painting refresh
- Procurement of new lockers
- Analyzed, specified and developed new A/C addition to academic spaces
- Unit ventilator renovation/replacement
- Gym floor replacement
- Loading dock replacement
- Bleacher replacement
- High-Efficiency, double pane window replacement

Stow-Munroe Falls City School District



“Plug Smart delivered on what they promised throughout the audit process, communicated very effectively with district staff, and have helped to educate our personnel on the new systems and strategies that are being implemented. They have been very professional from start to finish, and I look forward to reaping the benefits of their project for years to come!”

- Mark Fritz,
Business Manager

Overview

Project Type :	Design-Build Energy Efficiency and Facility Improvement
Facility Type:	Academic
Project Size:	\$4.2 Million
Operational Savings:	\$356K per year

The Client:

- Stow-Munroe Falls City Schools has six elementary schools, one intermediate school, one middle school, one high school. They recently completed a successful HB264/HB153 energy project with Plug Smart.

The Problem:

- The district had significant needs to replace and renew many aspects of their facilities including new boilers, windows, and control upgrades. This posed a complex process for maintaining cost control and managing multiple different projects with multiple different vendors.

The Plug Smart Solution:

- Utilizing both HB264 and HB153, Plug Smart was able to implement a self-funding facility improvement project that provided Stow-Munroe Falls Schools with new windows at six buildings, new boilers at their High School, LED lighting district-wide, and a replacement of their pneumatic controls system with a state of the art DDC electronic control system. The combined savings created through the implementation of these facility improvement measures helped save the district \$355,837 per year.

Technical Highlights

- Developed and implemented LED lighting upgrades
- Improved kitchen hood controls
- Upgraded DDC building automation system
- Heating equipment improvements
- Targeted replacement of windows with high efficiency, double-pane windows; used HB153 to accomplish all desired window replacement district-wide
- New high school boiler plant

Washington Local School District



Project Profile WASHINGTON LOCAL SCHOOLS



Overview

Project Type: Design-Build Energy Efficiency & Facility Improvement
Facility Type: Academic
Project Size: \$2,693,649.00
Operational Savings: \$180,278.00

The Client

- Washington Local Schools is a K-12 school district near Toledo, Ohio serving over 7,000 students across twelve facilities.

The Problem

- Several school buildings in the district were in need of new boiler plants. Funds for such improvements were difficult to obtain outright.
- Additionally, existing interior and exterior lighting quality had deteriorated due to inefficient T-12 fluorescents and metal halide exterior fixtures.

The Plug Smart Solution

- Through Plug Smart's design-build buy-out process, Washington Local Schools were able to realize over **\$75,000 in construction cost savings**.
- This allowed for additional elements within the project scope to be completed.
- As of 2017, the district is in year 2 of a 4-year construction schedule.

Technical Highlights

- Plug Smart replaced the Career and Technology Center facility's **two reciprocating chillers from 1973**.
- Plug Smart was challenged with utilizing the existing controls infrastructure, and was able to tie in existing devices with proposed controllers to fit the client's needs.

Berne Union Local School District



“Plug Smart listened to our problems and was able to provide several solution options that addressed an aging HVAC infrastructure and growing comfort complaints. Their HVAC experience and outside-of-the-box thinking helped us to keep first costs to a minimum while providing an energy efficient solution that met our needs.”

- Richard Spindler,
Berne Union Local Schools
Superintendent

Technical Highlights

- Upgraded all existing T8 and T12 linear fluorescent lighting fixtures
- All halogen, compact fluorescent, incandescent lamps upgraded to LED
- Added temperature sensors and VFDS to kitchen hoods
- Added CO₂ sensors to rooftop units and implemented demand control ventilation
- Replaced four (4) existing rooftop units with high efficiency DX/Gas Heat units
- Replaced 150-ton chiller with an 80-ton, low-noise digital scroll compressor unit

Environmental Impact

- Reduced overall utility consumption by 19%
- Reduced EUI by 14%
- Offset 211-metric tons of CO₂

Overview

Project Type :	Design-Build Energy Efficiency and Facility Improvement
Facility Type:	Academic
Project Size:	\$1.5 Million
Operational Savings:	\$46K per year

The Client:

- Berne Union Local School District is located in Sugar Grove, Ohio. Their facilities are consolidated in one K-12 campus, and the oldest part of the building was originally constructed in 1915 with additions and renovations added through the years. The campus is located just off of US33 in Fairfield County.

The Problem:

- The main drivers for the improvement project were the leaking roof, which had aged beyond its useful life, the outdated lighting system, which was expensive to operate, and the aging rooftop units which were failing and inefficient. Additionally, the district required some other facility improvements including a new marquee sign, a new chiller, and replacement of select aging kitchen equipment.

The Plug Smart Solution:

- Plug Smart’s solution included a targeted approach to replace or restore many of the failing roofing systems. By performing a preliminary infrared scan and analysis, areas in the worst condition were able to be prioritized, and other areas with reusable materials were identified, inventoried, and preserved. In addition to the roofing solution, Plug Smart replaced all inefficient lighting fixtures on the campus, significantly reducing the district’s operational expenses.
- The existing chiller was oversized and inefficient. Plug Smart’s engineering team specified and implemented a right-sized chiller that was more efficient and further reduced operational expenses. Additionally, Plug Smart employed a demand control ventilation strategy to optimize the performance of the rooftop units and improved air quality in the common areas.

Southern Local School District



“Plug Smart breathed new life into our aging building. During the roof replacement, they also identified several preexisting issues with the decking and used savings generated by beating the project budget to address and correct them. We used their project as the centerpiece of our district blog this summer to provide updates to our community!”

- Jeff Kaaz,
Southern Local School
District Treasurer

Technical Highlights

- Developed and implemented 30-year roofing solution
- Replaced approximately 100 heat pumps in order to update existing HVAC system and assist in staggering expected equipment failures
- Repaired or replaced approximately 90,000ft² of parking lot area
- Upgraded the kitchen's condensing units
- Redesigned and upgraded the building's domestic hot water system
- Engineered and installed new LED parking lot lighting system

Overview

Project Type : Design-Build Facility Improvement
Facility Type: Academic
Project Cost: \$2.2 Million

The Client:

- Southern Local School District is located in the heart of Wayne National Forest. Their facilities are consolidated in one K-12 campus on OH-155 in Corning, OH, and are one of four school districts in Perry County.

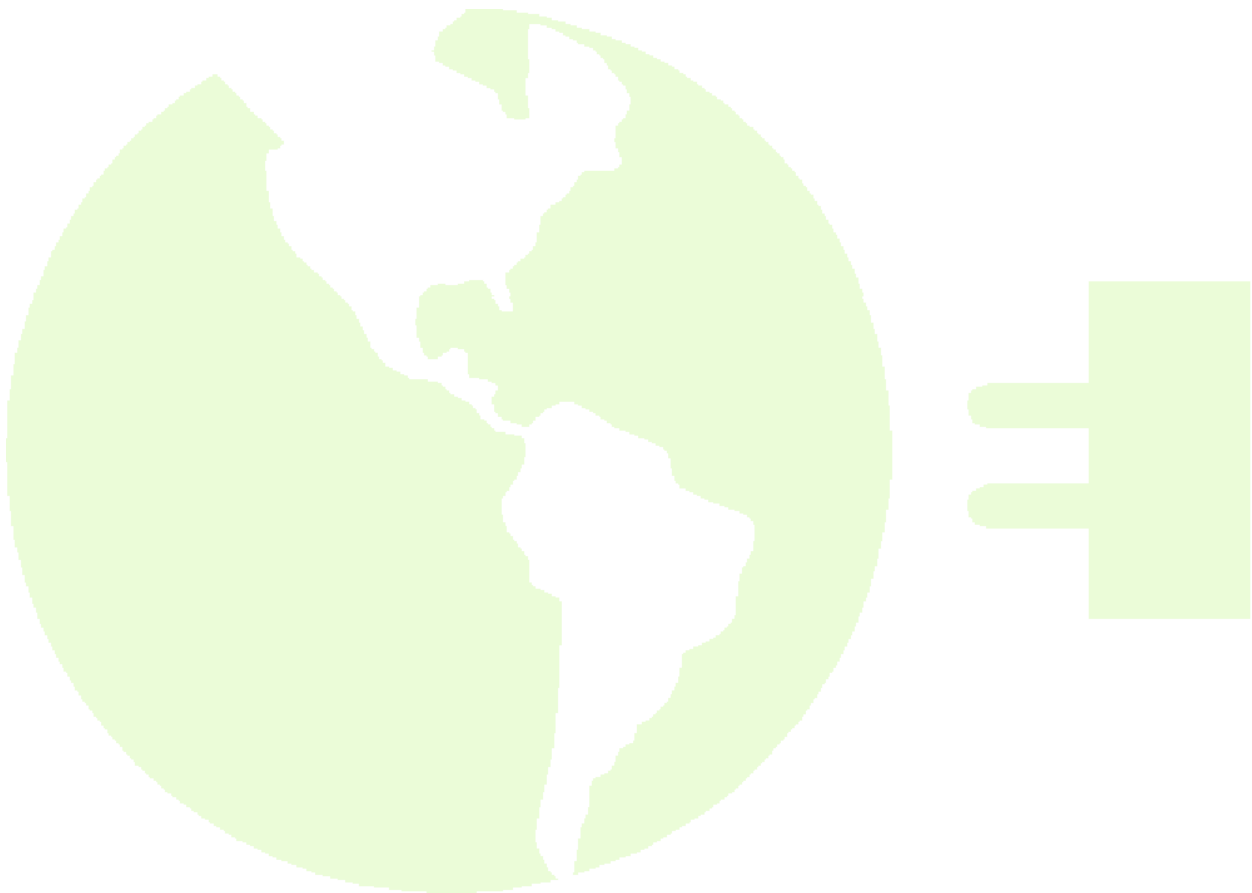
The Problem:

- In the winter of 2014, district administrators were fighting an ongoing battle with their aging roofing system that was over 20 years old. They were also on borrowed time with their heat pumps that were approaching the end of their useful life. Moreover, all of the heat pumps were purchased at the same time, and the district needed to plan for the risk of a large-scale failure that would lead to extreme costs on short notice. Additionally, their parking lot, exterior lights, and other miscellaneous HVAC equipment had reached end of life and were ready for replacement.

The Plug Smart Solution:

- Plug Smart developed a comprehensive proposal to address all existing infrastructure issues at the district. Plug Smart was able to blend repairs and replacements on the roofing system, executing a strategic and targeted improvement plan for the district and implementing a 30-year solution. Additionally, Plug Smart was able to work with the district to perform a roof scan and identified existing polyisocyanurate insulation that could be reused, saving tens of thousands of dollars in project costs.
- For the aging heat pumps, Plug Smart was able to inventory all existing materials to assess where the areas of need were imminent. Developing a planned obsolescence strategy for the district allowed them to normalize costs and more readily plan for the future when the new equipment eventually reaches end of life.
- Plug Smart was also able to partner with the district's known, preferred, and trusted contractors to de-risk and execute the project on-time and under budget. As of winter 2016, Plug Smart had completed over 75% of the project and secured more than \$100K in buyout savings on the district's behalf.

4. Financial Capability



Offeror's financial capability: 24 points maximum weight

Scoring may be based on bonding capacity as provided by proposer in the form of letters from the proposer's bonding surety(ies). Bonding capacity greater than \$5 million will receive maximum points. Bonding capacity less than \$100,000 will receive no points. Bonding capacity between \$100,000 and \$5 million will receive a point total between 0 and 24.

A summary of Plug Smart's bonding capabilities includes: (i) single project bonding limit is determined on a project by project basis; (ii) aggregate program bonding range (\$10,000,000).

Bonding Letter



January 8, 2017

Mr. Tom Martin
Chief Financial Officer
Juice Technologies, Inc. dba Plug Smart
350 East 1st Avenue, Suite 210
Columbus, OH 43201

Re: Surety Bond Rate

Dear Tom:

This letter will confirm the bond rate for Plug Smart. The rate is \$12.50/ \$1,000 of contract price for performance and payment bonds up to two years in duration plus one year of warranty.

Annually renewable surety bonds will be charged a rate of \$10.00/\$1,000/per annum.

Plug Smart's aggregate surety bonding capacity is \$10,000,000.

Please let me know if there are any questions.

Best regards,


Woodrow M. Baird
Senior Vice President
Alliant Insurance Services, Inc.
40 Stanford Drive
Farmington, CT 06032

Power of Attorney



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Woodrow M. Baird; Joann Dombrowski; Marion R. Vail; Russell M. Canterbury; Steven E. Susam; Jessica L. Piccirillo; Kathleen M. Flanagan of Alliant Insurance Services, Inc.** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect:

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin Gillen, Senior Vice President, Matthew Rains, Vice President, and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purpose only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 7th day of September, 2016

STATE OF CONNECTICUT
SS. ROCKY HILL
COUNTY OF HARTFORD

Aspen American Insurance Company

Kevin Gillen, Senior Vice President

On this 7th day of September, 2016 before me personally came Kevin Gillen, to me known, who being by me duly sworn, did depose and say, that he/she is Senior Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument, that he/she knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.


Notary Public
My commission expires: February 28, 2019

Vanessa Arias
Notary Public
State of Connecticut
My Commission Expires February 28, 2019

CERTIFICATE

I, the undersigned, Kevin Gillen, of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the Resolutions of the Board of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 4th day of November, 2016.

By: 

Name: Kevin Gillen, Senior Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email Patricia.Taber@aspenn-insurance.com

Statement of Financial Condition

ASPEN AMERICAN INSURANCE COMPANY
 STATUTORY STATEMENT OF FINANCIAL CONDITION
 December 31, 2015

Assets

Cash and short term investments	\$ 87,714,007
Bonds	333,912,819
Common stocks	318,150
Premiums in course of collection	51,945,374
Amounts recoverable from reinsurers	21,507,756
Other assets	9,539,536
Total Assets	\$ 504,937,642

Liabilities

Reserve for losses and adjustment expenses	\$ 55,554,495
Reserve for unearned premiums	46,942,010
Ceded reinsurance premiums payable	65,049,641
Amounts withheld or retained by company for account of others	54,340,873
Commissions payable, contingent commissions and other similar charges	1,691,953
Payable to parent, subsidiaries and affiliates	9,361,825
Reserve for taxes(excluding income taxes), expenses and other liabilities	3,449,500
Total Liabilities	236,390,297
 Surplus as regards policyholders	 268,547,345
 Total Surplus and Liabilities	 \$ 504,937,642



 Treasurer



 Chief Financial Officer

State of Connecticut
 County of Hartford

Peter Clifton Felix, Treasurer and Kenneth Gerald Cadematori, Chief Financial Officer being duly sworn, of Aspen American Insurance Company, Texas; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2015. This unaudited financial statement is in agreement with Aspen American Insurance Company's December 31, 2015 filings to the NAIC and to the State of Texas.

Subscribed and sworn to before me, this 14th day of March 2016.



 Notary Public



FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

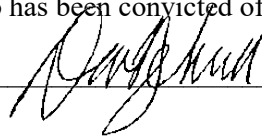
I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: _____
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

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

Signature of Authorized Company Official:  _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: _____
(Name of Corporation)

I, _____ certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

(Name of person who completed proposal document)


who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



CORPORATE SEAL



SIGNATURE

DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

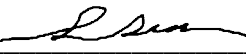
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(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.

Company Name _____

Print name of authorized representative _____

Signature of authorized representative  _____

Date _____

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

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

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 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. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT 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. 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:

Name of company claiming confidential status of material



Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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.

Name of company expressly waiving confidential status of material

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

Address City State ZIP Phone



January 8, 2017

Mr. Tom Martin
Chief Financial Officer
Juice Technologies, Inc. dba Plug Smart
350 East 1st Avenue, Suite 210
Columbus, OH 43201

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Dear Tom:

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Please let me know if there are any questions.

Best regards,

Woody
Woodrow M. Baird
Senior Vice President
Alliant Insurance Services, Inc.
40 Stanford Drive
Farmington, CT 06032