

# TIPS Vendor Agreement

Between Willbanks Contractor Support 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 1<sup>st</sup> 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 Willbanks Contractor Support

Address 6610 Stillwell Street, Suite B

City Houston State TX Zip 77087

Phone 713-640-2710 Fax 713-641-6876

Email of Authorized Representative TeresaS@willbankscs.com

Name of Authorized Representative Mark Risha

Title VP

Signature of Authorized Representative 

Date 4/26/2017

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	
Fax	+1 (866) 749-6674			Building	
Bid Number	170303 Addendum 2			Floor/Room	
Title	HVAC (JOC)	Department		Telephone	
Bid Type	RFP	Building		Fax	
Issue Date	3/2/2017 08:05 AM (CT)			Email	
Close Date	4/28/2017 03:00:00 PM (CT)	Floor/Room			
		Telephone	+1 (866) 839-8477		
		Fax	+1 (866) 839-8472		
		Email	bids@tips-usa.com		

## Supplier Information

Company Willbanks Contractor Support LLC  
 Address 6610 Stillwell Street  
 Suite B  
 Houston, TX 77087  
 Contact Teresa Szyper  
 Department  
 Building  
 Floor/Room  
 Telephone (713) 640-2760  
 Fax (713) 640-1533  
 Email teresas@willbankscs.com  
 Submitted 4/28/2017 01:47:06 PM (CT)  
 Total \$0.00

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

Signature Mark Risha, VP

Email markr@willbankscs.com

## Supplier Notes

## 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.)	Hot Water Boilers, Steam Boilers, Hydronic Systems, Domestic Hot Water Systems, Boiler Service and Repair, Boiler Installation, Rental Boilers, Boiler Parts, Boiler Controls, Burners, Burner Controls, Circulation Pumps, Maintenance Contracts on Boilers and Boiler Systems, Water Softener Motors, Heat Exchangers, Boiler Tubes
6	Primary Contact Name	Primary Contact Name	Mark Risha
7	Primary Contact Title	Primary Contact Title	VP
8	Primary Contact Email	Primary Contact Email	markr@willbankscs.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	713-640-2710
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	713-641-6876
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	713-254-7428
12	Secondary Contact Name	Secondary Contact Name	Teresa Szyper
13	Secondary Contact Title	Secondary Contact Title	Accounting Asst
14	Secondary Contact Email	Secondary Contact Email	teresas@willbankscs.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	713-640-2710
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	713-641-6876
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	832-243-2734

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Teresa Szyper
19	Admin Fee Contact Email	Admin Fee Contact Email	teresas@willbankscs.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	713-640-2710
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Teresa Szyper
22	Purchase Order Contact Email	Purchase Order Contact Email	teresas@willbankscs.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	713-640-2710
24	Company Website	Company Website (Format - www.company.com)	www.willbankscs.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	74-1965971
26	Primary Address	Primary Address	6610 Stillwell Street, Suite B
27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	77087
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.)	Superior Boiler, York Shipley, Williams & Davis Boilers, Industrial Combustion, Lockwood International, Grundfos, Cleaver-Brooks, TOPOG-E Gasket, United Brass Works, Fireye, Allen Bradley, Honeywell, Thermal Solutions, Parker Boiler, Raypak, Armstrong Pumps, Sellers, RBI, RITE, Thermo-Pak, Kewanee, Webster, Power Flame, Lochinvar, Columbia, Hurst, Boiler, Boiler Service, Hydronic, Heating Boiler, Domestic, Hot Water, Steam, Boiler Tube, Parts, Spare Parts, Rental, Installation, Burner, Controls, Blowdown, Feed Water, Deaerator, Air Separator, Heat Exchanger, Heat Transfer, Chemical System, Water Softener, Motor, Pump, Circulation, Emergency Service, Maintenance Contract
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?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
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?	36
40	Prices are guaranteed for?	(___ Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	ONE (1) YEAR
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.	Other Software
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: <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a>  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.

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.

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](mailto: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 | Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:<br>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.<br>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.<br>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.  | (No Response Required) |
| 55 | 2 CFR PART 200 (A) Contracts                   | 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.<br>Does vendor agree?   | Yes                    |
| 56 | 2 CFR PART 200 (B) Termination                 | Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)<br>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.<br>Does vendor agree? | Yes                    |

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.

Some

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.

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Line Items

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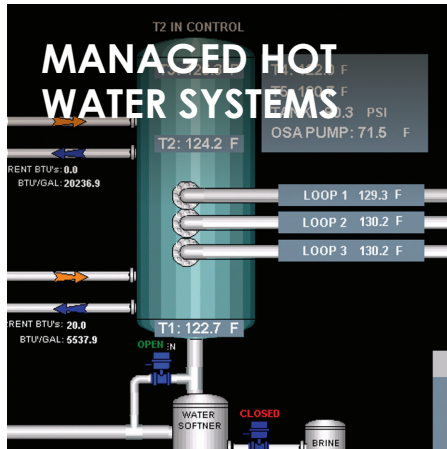
Response Total: \$0.00

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Tanks: ASME Expansion, Hydro Pneumatic, Buffer, Custom, and Domestic Hot Water; Air Separators; Valves: Triple Duty, Plug Balance, and Globe-Style Circuit Balancing

## AMERIVENT

Type B Double-Wall Gas Venting System

## ARMSTRONG

Centrifugal Pumps, Circulators, and Specialties

## COLUMBIA BOILER

Commercial/Industrial Boiler Packages

## DURAVENT

Positive Pressure Stainless Steel Venting Systems

## ELBI OF AMERICA

Tanks: Storage and Thermal Expansion; ASME Vessels; Bladders; Specialties

## GOULDS

Centrifugal Pumps, Sewage Pumps, and Systems

## HUBBELL

Glass-lined and Cement-lined Commercial Electric Water Heaters

## HURST BOILER

Scotch Marine Firetube Boilers for Steam and Hot Water, Dearerators, and Feedwater Systems

## INTELLIHOT

Wall-hung and Floor-standing Commercial Hot Water Boilers

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## QUANTUMFLO

All Stainless Steel VFD Pumping Systems

## PENTAIR – RAYCHEM

Heat Tracing Systems: Freeze Protection, Grease Waste Flow Maintenance, and Hot Water Temperature Maintenance

## RAYPAK

Commercial Boilers and Water Heaters; High-efficiency Condensing Boilers and Water Heaters; Factory-mounted and Wired Electronic Cold Water Protection Packages; Storage Tanks

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Fully Integrated LMV5 and LMV3 Linkageless Burner Management Systems

## TJERNLUND

Variable Speed Venting Systems, Auto Draft Inducers, and Power Vents

## WATTS

Water Softening Systems

## WEBSTER BURNERS

Commercial and Industrial Burners with Temp A Trim<sup>®</sup> Air Density Trim System and Renewable Fuel Options

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Hydronic Boilers and Indirect-fired Water Heaters with Cast Iron, Stainless Steel, and Aluminum Heat Exchanger Technologies; Standard and High-efficiency Condensing Models

## WEKSLER

Gauges and Thermometers



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.

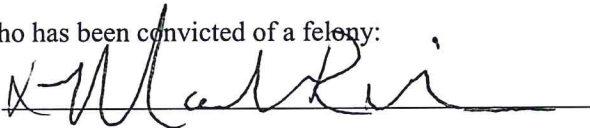
Official: **Mark Risha, VP**  
\_\_\_\_\_

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.

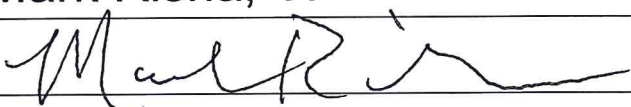
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(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 Willbanks Contractor Support

Print name of authorized representative Mark Risha, VP

Signature of authorized representative 

Date 4/26/2017

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

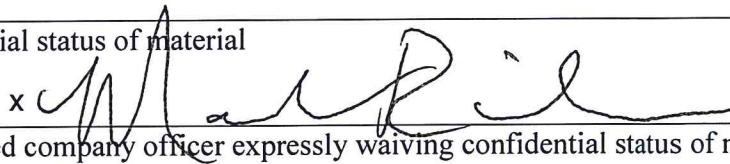
ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

**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.

**Willbanks Contractor Support**

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

Mark Risha, VP

x 

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

6610 Stillwell Street, Suite B Houston TX 77087 713-640-2710  
Address City State ZIP Phone



April 27, 2017

The Interlocal Purchasing System (TIPS)  
ATTN: Dave Mabe, Vice President of Construction

Mr. Mabe –

In regard to the Bonding Letter requirement of the RCSP 170303 HVAC (JOC) proposal due Friday, April 28<sup>th</sup>, contact has been made with our Surety Company and a Bonding Letter will be provided at a later date.

Please accept this letter in place of the Surety Letter currently required for this proposal. Feel free to contact me with any questions you may have.

Best regards,

A handwritten signature in black ink, appearing to read "Susan J. Felice".

Susan J. Felice CPA  
Controller

## QUOTATION AND OFFER

Unless otherwise stated in the quotation, the quotation of Willbanks Contractor Support ("WCS") is just an offer to sell the goods, materials, chattels, equipment or machinery as described in the quotation to be provided by WCS (collectively referred to as the "Products") to the party purchasing the Products from WCS (the "Purchaser") and the offer and stated prices therein will remain valid for a period of (30) thirty days from the date hereof, at which time it will automatically expire unless extended by a signed document issued by WCS. After such thirty (30) day period, the terms and prices are subject to change. Acceptance of the offer by Purchaser must be evidenced in writing from Purchaser and acknowledged by WCS, and may not be modified unless specifically agreed by WCS. No differing terms or provisions stated by Purchaser in its proposal or response shall be binding upon WCS unless accepted by WCS in writing. Purchaser is hereby notified of WCS's specific rejection of any additional or different terms, and WCS's QUOTATION AND OFFER IS EXPRESSLY LIMITED TO ACCEPTANCE UPON THE TERMS AND CONDITIONS CONTAINED HEREIN.

## EQUIPMENT SELECTION

Unless specifically stated in the quotation, the Purchaser's selection of sizes, types, capacities, and specifications and suitability thereof for the specific application shall be the responsibility of the Purchaser or Purchaser's representative or consultant.

## PERMISSABLE VARIATIONS, STANDARDS, AND TOLERANCES

Except in the particulars specified by the Purchaser and expressly agreed to in writing by WCS, all Products shall be produced in accordance with WCS's standard practices. WCS reserves the right to deviate from tolerances and variations in the Products without notice, provided that the substitute part(s) or deviation(s) are consistent with the usage and performance of the Products.

## PRICES

Unless defined otherwise in the quotation, prices are F.O.B. shipping point, exclusive of freight, storage, loading or off-loading, installation service, startup service, extended warranty or local delivery charges, if any.

## TAXES

Purchaser shall be liable for all Federal, State, and local taxes with respect to the purchase of the Products proposed unless exclusively exempted from any taxes, and proof thereof is on file with WCS. The prices quoted by WCS do not include any taxes.

## PAYMENT

Purchaser will pay with US funds, the full amount of the invoiced purchase price within thirty (30) days of the date of WCS's invoice, regardless whether the Products have shipped or have been delayed through no fault of WCS, and subject to approved credit. Beginning thirty (30) days after the invoice date, Purchaser shall pay a late payment charge of 1.5% per month, which is an annual rate of 18% on any unpaid portion of the purchase price. WCS reserves the right to revoke or modify these credit terms. In the event of failure of Purchaser to timely pay, WCS shall be entitled, at its sole option, to suspend shipment of any or all Products, cancel any contracts then outstanding with Purchaser, and receive from Purchaser any and all expenses incurred by it in the collection of said payment, including reasonable attorney's fees.

## SECURITY INTEREST

For the purpose of securing payment, WCS may issue a lien on the Product, for past due accounts, until such time that the Payment has been received in full. The Purchaser grants WCS such a security interest until full payment is received by WCS.

## CANCELLATION AND DELAYS

Subsequent to the acknowledgement by WCS of the acceptance by Purchaser of such offer, the Purchaser may not change or cancel the order of Products in whole or in part without the written approval and acceptance by WCS, which may include cancellation charges as determined in the sole discretion of WCS.

## SHIPMENT

Any shipping date shown in the body of the quotation or order acknowledgement represents WCS's approximated schedule as of the date of the quotation, and is subject to change as determined by shop loading if and when this quotation should be realized as an actual sale. WCS shall not incur any liability of any kind for failure to ship on any particular date unless a firm shipping date has been expressly agreed to by an officer of WCS, in a separate written document. WCS shall not be liable for loss or damages to Products while in transit or after acceptance by Purchaser. Shortages or damages of Products shall be brought to the attention of WCS or the carrier at the time of delivery and stated in writing on the delivery papers in order to initiate a claim by Purchaser.

## STORAGE

If shipment is delayed due to any cause within Purchaser's control, the Products may be placed in storage by WCS for the Purchaser's account and risk, and reasonable storage charges and expenses in connection therewith shall be paid by Purchaser. If, in the sole discretion of WCS, it is unable to obtain or continue with such storage, Purchaser will, on request, provide or arrange for suitable storage facilities and assume all cost and risk in connection therewith.

## RETURNS

Products may not be returned by Purchaser for credit unless and until WCS has agreed in writing to accept them. A minimum charge of 20% of the price of the returned Products shall be made for remanding, restocking and/or reconditioning, and all transportation costs for the returned Products must be paid by Purchaser.

## WARRANTY AND PERFORMANCE

WCS warrants all Products manufactured by it and bearing its nameplate to be free from defects in workmanship and material, under normal use and service within one (1) year from the date Products are first placed in use for any purpose, temporary or otherwise, or eighteen (18) months from the date of shipment, whichever shall be less. Except where a different expressed written warranty has been issued, no warranty of any kind, express or implied, is extended by WCS to any person or persons other than Purchaser.

WCS shall have no responsibility for the performance of any product sold by it under conditions varying materially from those under which such products are usually tested under existing industry standards, nor for any damage to the Products from abrasion, erosion, corrosion, deterioration or the like due to abnormal temperatures or the influences of foreign matter or energy, nor for the design or operation of any system of which any such Products may be made a part of for the suitability of any such product for any particular application. WCS shall not be liable for any cost or expense, including without limitation, labor expense, in connection with the removal or replacement of alleged defective equipment or any part or portion thereof, nor for the incidental or consequential damages of any kind. Any substitution of parts not of WCS's manufacture or not authorized by WCS, or any modification, tampering or manipulation of the Products shall void any and all warranties. Alteration of any parts without express written permission of WCS for a purpose other than that intended shall void any and all warranties.

The foregoing warranties shall not apply to products or parts not manufactured by WCS.

**THERE ARE NO EXPRESS OR IMPLIED WARRANTIES IN MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR WHICH EXTEND BEYOND THOSE CONTAINED HEREIN.**

## DAMAGE LIMITATION

Under no circumstances shall WCS be liable for any loss of profits, down time, or any special, incidental or consequential damages of any kind with respect to its Products or the transaction by which its Products are sold.

## FORCE MAJEURE

In no event shall WCS be liable for loss or damage resulting from any delay or failure to ship or other failure, loss, or damage that is the proximate result of any act of government authority, revolution, riot, civil disorder, act of war, delay or default in transportation, inability to obtain materials or facilities from normal sources, fire, flood, act of God, or any cause not within the reasonable control of WCS.

## GOVERNING LAW

This offer, and any accepted contract, is to be interpreted in accordance with, and its administration and performance governed by the laws of the State of Texas. The parties hereto agree that Harris County, Texas, shall be the exclusive forum for any cause of action filed in any court of law or equity arising out of the execution of or performance under this offer. Notwithstanding the foregoing, in the event Purchaser is located outside the United States of America and purchases Products pursuant to the terms hereof for use outside the United States of America, any dispute between such Purchaser and WCS respecting the Products shall be finally resolved by arbitration in the English language in Houston, Texas, Harris County, U.S.A. in accordance with the rules then obtaining of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

# TECHNOLOGY CENTRE TRAINING CERTIFICATE

**Mr Mark Risha**

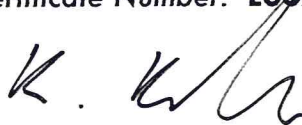
**of Tejas Boiler Services Inc.**

*has completed and passed with merit  
the various Technical modules detailed below:*

- Module 1: Burner Management and Control. Fuel/Air ratio. Sequencing.*
- Module 2: Exhaust Gas Analysis. 3 Parameter trim. Emmissions Monitoring.*
- Module 3: DTI System Data aquisition & remote control.*

***Autoflame Technology Centre***  
**TEJAS BOILER SERVICES**  
**INC.**

Certificate Number: **E0922/2**



Keith Knowles  
for and on behalf of  
**AUTOFLAME ENGINEERING LIMITED**

Course Dates Attended  
**22 - 24th May 2000**

Autoflame Seal



Certificate No. FM27218  
35 EN ISO 9001:1994



THE QUEEN'S AWARD FOR  
QUALITY ACHIEVEMENT



THE QUEEN'S AWARD FOR  
ENVIRONMENTAL ACHIEVEMENT



## TRAINING CERTIFICATE

# Mark Risha


of TEJAS Boiler Services, Inc.

*has completed and passed with merit  
the Technical modules detailed below:*

- Module 1: Burner Management and Control. Fuel/Air ratio. Sequencing.*
- Module 2: Exhaust Gas Analysis. 3 Parameter trim. Emissions Monitoring.*
- Module 3: DTI System Data acquisition & remote control.*

*Autoflame training courses are designed to provide practical training  
in Commissioning, fault finding & general product  
familiarisation of the Autoflame Combustion Control System.*

Certificate Number: **E9926/2**



Steve Kemp

for and on behalf of

**AUTOFLAME ENGINEERING LIMITED**

Course Dates Attended  
**24 - 26th May 1999**

Autoflame Seal



Certificate No. FM27218  
BS EN ISO9001 : 1994



THE QUEEN'S AWARD FOR  
EXPORT ACHIEVEMENT



THE QUEEN'S AWARD FOR  
ENVIRONMENTAL ACHIEVEMENT

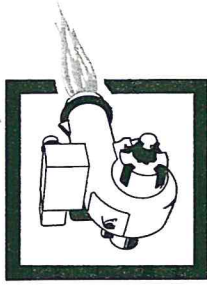
Issued by:

**AUTOFLAME ENGINEERING LIMITED**

Unit 19, Bellingham Trading Estate, Frantthorne Way, Bellingham, London, SE6 3BX

Tel. (+44) 0181 695 2000 Fax. (+44) 0181 695 2010

# Certificate of Achievement



This certifies that

*Mark Risha - Texas Boiler Service*

has attended and completed a Webster Factory Conducted Training Seminar and Workshop on the installation, operation and service of the AutoFlame Precision Combustion Control System.

DATE HELD

May 20 & 21, 1996

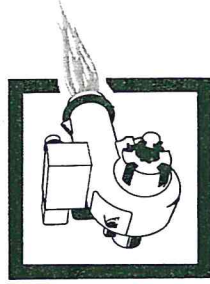
PRESENTED BY

*Mark Webster*  
*Anna Webster*

**WEBSTER**<sup>TM</sup>

ENGINEERING & MANUFACTURING CO., INC.  
WINFIELD, KANSAS 67156

# Certificate of Achievement



This certifies that

**Mark Risha - Tejas Boiler Services, Inc.**

has attended and completed a Webster Factory Conducted  
Advanced Training Seminar and Workshop on the installation, operation  
and service of the AutoFlame Communication and I/O Modules.

DATE HELD

March 27 & 28, 1997

PRESENTED BY

*Mark Risha*  
*Sam Smith*

**WEBSTER**<sup>TM</sup>

ENGINEERING & MANUFACTURING CO., INC.  
WINFIELD, KANSAS 67156

# Certificate of Achievement

This certifies that

*Mark Risha*

has successfully completed the

**QuikWater,**

**A Division of Webco Industries, Inc.**

**Training Class**

**Nov. 6, 2000**



Troy Kuske  
Vice President, QuikWater

Dana S. Weber  
President, Webco Industries, Inc.

**PVI INDUSTRIES, INC.  
FORT WORTH, TEXAS**

**WATER HEATER & BOILER MANUFACTURER**

**THIS IS TO CERTIFY THAT**

**MARK RISHA**

**Has Satisfactorily Completed the Course in  
Water Heater Start-Up and Service  
for Commercial Applications at the  
SERVICE TRAINING SESSION  
Fort Worth, Texas**

**Awarded this 28th day of October, 1994**



**Customer Service Manager**



**Technical Service Supervisor**

# **PUFFER • SWEIVEN**

## **CONTINUING EDUCATION DIPLOMA**

This is to certify that

**MARK RISHA**

**TEJAS BOILER**

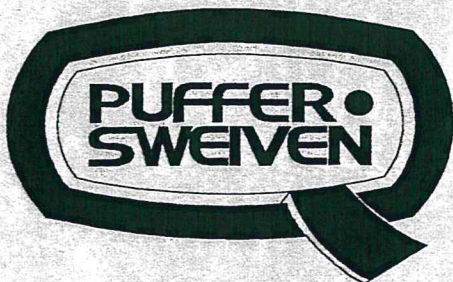
has successfully completed

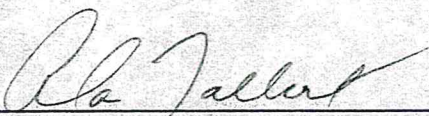
**FISHER**

**CONTROL VALVE SELECTION  
and  
SIZING SEMINAR**

October 7, 1997

Puffer Sweiven is dedicated to serving  
its Customers through continued Education



  
Valve Seminar Chairman

# TECHNOLOGY CENTRE TRAINING CERTIFICATE

## Bill Philips

Tejas Boiler Services, Inc.

*has completed and passed with merit  
the various technical modules detailed below:*

- Module 1: Burner Management And Control. Fuel/Air Ratio. Sequencing.
- Module 2: Exhaust Gas Analysis. 3 Parameter Trim. Emissions Monitoring.
- Module 3: DTI System. Data Acquisition. Remote Control.

## **Autoflame Technology Centre Tejas Boiler Services**

Certificate Number: **F131/01**



Steve Kemp

for and on behalf of

**AUTOFLAME ENGINEERING LIMITED**

Course Dates Attended

**4th - 6th June 2001**

Autoflame Seal



Certificate No. FM27218  
BS EN ISO9001 : 1994



THE QUEEN'S AWARD FOR  
EXPORT ACHIEVEMENT



THE QUEEN'S AWARD FOR  
ENVIRONMENTAL ACHIEVEMENT

**AUTOFLAME ENGINEERING LIMITED**

Unit 19 Bellingham Trading Estate, Frantthorne Way, London, SE6 8BX  
Telephone + 44 (0) 20 8695 2000 Fax + 44 (0) 20 8695 2010  
Email sales@autoflame.com Website www.autoflame.com

# **AUTOFLAME**

## **OPERATOR TRAINING CERTIFICATE**

Billy Phillips

Carrier Corporation

*has completed and passed with merit the  
Operator Training Course and gained a valuable insight into  
the understanding and safe operation of the Autoflame product range.*

### **Las Vegas Training School**

**Steve Kemp for  
and on behalf of  
AUTOFLAME ENGINEERING LIMITED**

**Course Date Attended October 2004**

**OFFICIAL SEAL**

Issued by:  
**AUTOFLAME ENGINEERING LIMITED**  
Unit 19, Bellingham Trading Estate, Franthorne Way, Bellingham, London, SE6 3BX  
Tel. + 44 20 8695 2000 Fax. + 44 20 8695 2010



Certificate No. FM27218  
ISSUED IN ACCORDANCE WITH THE  
1994



THE QUEEN'S AWARD FOR  
EXPORT EXCELLENCE



THE QUEEN'S AWARD FOR  
ENVIRONMENTAL GOOD PRACTICE



HOUSTON INDEPENDENT SCHOOL DISTRICT  
FACILITIES MANAGEMENT AND OPERATIONS

**ENVIRONMENTAL AFFAIRS DEPARTMENT**

This is to certify that on  
December 19, 2000

**BILLY PHILLIPS**

completed the  
**2-Hours AHERA Asbestos Awareness Training**  
in compliance with 40 CFR part 763.92.



Handwritten signature of Claude C. Fomby in black ink.

Claude C. Fomby  
Hazardous Materials Specialist

00921

Handwritten signature of Alus L. Dove in black ink.

Alus L. Dove, Coordinator II  
Environmental Affairs Department

# TEXAS ENGINEERING EXTENSION SERVICE THE TEXAS A&M UNIVERSITY SYSTEM

Fire Protection Training Division

This is to certify that

**B.J. PHILLIPS**

has successfully completed 8 hours at the

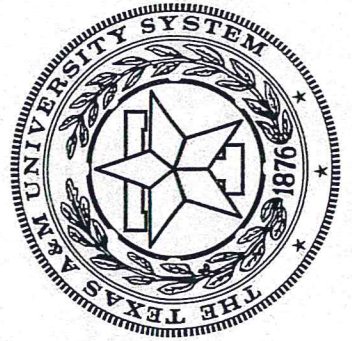
**17TH ANNUAL CLUTE SEMINAR  
BRAZORIA-FT. BEND CO. INST. ASSN.**

**CLUTE, TX.**

**October 15, 1994**

FIRE SCIENCE - BASIC

8



*Mike Hapfen*  
Fire Protection Training Division

*Mike Winkley*  
Coordinator

# TEXAS ENGINEERING EXTENSION SERVICE THE TEXAS A&M UNIVERSITY SYSTEM

Fire Protection Training Division

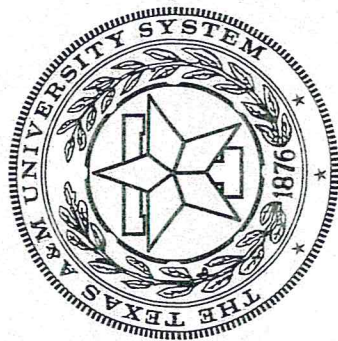
This is to certify that  
**Billy Joel Phillips**  
has successfully completed 12 hours in  
First Annual Brenham Area School

\*\*\*\*\*

Brenham, Texas  
September 8, 1994

Basic S.C.B.A.  
Intermediate S.C.B.A.

6  
6



*Mike Winby*  
Coordinator

*Edwin Campbell*  
Fire Protection Training Division

# TEXAS ENGINEERING EXTENSION SERVICE THE TEXAS A&M UNIVERSITY SYSTEM

Fire Protection Training Division

This is to certify that

**B.J. PHILLIPS**

has successfully completed 8 hours at the

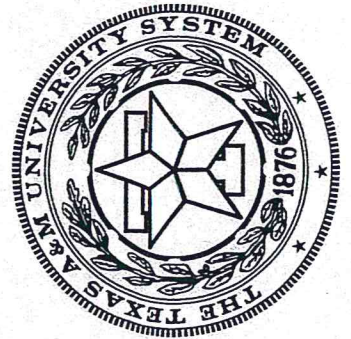
17TH ANNUAL CLUTE SEMINAR  
BRAZORIA-FT. BEND CO. INST. ASSN.

CLUTE, TX.

October 16, 1994

FIRE SCIENCE - INT./ADV.

8



*Mike Winby*  
Coordinator

*Mike Hooper*

# PVI INDUSTRIES, LLC.

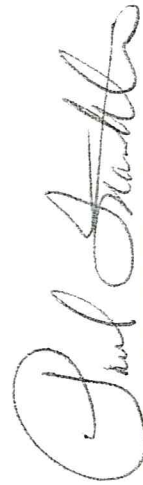
FORT WORTH, TEXAS  
WATER HEATER & BOILER MANUFACTURER

This is to certify that

## **B.J. Phillips** **Carrier Commercial Service**

has satisfactorily completed the accredited course in water heater start-up and service for gas, oil, electric, steam and hot water in commercial applications at PVI's Authorized Service Training Seminar.

Awarded this 3rd day of May, 2003



**Paul Franklin**  
*Customer Service Manager*



**Kevin Lorensen**  
*Technical Service Supervisor*

Webster Engineering & Manufacturing Co., LLC

Awards This

## Certificate of Attendance

This certifies that Billy Phillips  
has attended a Webster Factory Conducted Seminar  
on commercial and industrial multi-fuel burners.

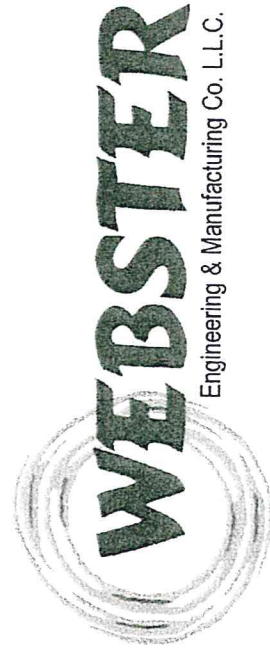
Date Held

April 27, 2006

Presented By

Dale Russell

David Murrell





# *The John Zink Institute*

*Providing Technology Based Training*

*Certifies that*

## ***Billy J. Phillips***

*has successfully completed the requirements of the*

### ***Service School for Gordon-Piatt Burners***

*conducted*

***May 8 - 9, 2003***

***and has earned 1.6 Continuing Education Units***



The John Zink Institute has been reviewed and approved as an Authorized Provider of Continuing Education by the International Association for Continuing Education and Training (IACET), 1920 I Street, NW, Suite 613, Washington, DC 20006

**Chuck E. Baukal, Ph.D.**  
**Director, John Zink Institute**  
**John Zink Company LLC**  
**11920 E. Apache**  
**Tulsa, OK 74116**

# Certificate of Completion

This Certifies That

**BILLY PHILLIPS**

Has Successfully Completed The Course Titled

**HANDS-ON ELECTRICAL TROUBLESHOOTING**



Carl Schmidt, Instructor

05/17/2000

Date



# Certificate of Completion

This Certifies That

***BILLY PHILLIPS***

Has Successfully Completed The Course Titled

***HANDS-ON ELECTRICAL TROUBLESHOOTING II***

*Carl W. Schmidt*

Carl Schmidt, Instructor

05/18/2000

Date

---

# **PVI INDUSTRIES, LLC.**

---

FORT WORTH, TEXAS  
**WATER HEATER & BOILER MANUFACTURER**

This is to certify that:

**Billy Phillips**  
Carrier Corporation

has satisfactorily completed the accredited course in water heater start-up and service for gas, oil, electric, steam and hot water in commercial applications at PVI's Authorized Service Training Seminar.

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**Paul Franklin**  
Customer Service Manager

Awarded this 20th day of June, 2009



**Kevin Lorensen**  
Technical Service Supervisor

QUANTUMFLO SERVICE  
TRAINING

THIS CERTIFIES THAT

BILLY PHILLIPS

has successfully completed the required course of study for  
QuantumFlo Technical Service and Troubleshooting

DIPLOMA

Dated this 14 day of October, 2016

Certified by:



Trained by:

