

# TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ and  
(Company Name)

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

### General Information

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

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

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

### Definitions

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

# Terms and Conditions

## Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

## Warranty Conditions

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

## Customer Support

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

## Agreements

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

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

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

## Tax exempt status

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

## **Assignments of Agreements**

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

## **Disclosures**

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

## **Renewal of Agreements**

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

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

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

## **Shipments**

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

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

### **Invoices**

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

### **Payments**

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

### **Pricing**

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

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

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

### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto: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](mailto: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**

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

## Supplier Information

Company Williams Mechanical Services  
Address 3008 Colony Drive  
  
Jonesboro, AR 72404  
  
Contact  
Department  
Building  
Floor/Room  
Telephone (870) 203-9832  
Fax (870) 203-0519  
Email  
Submitted 3/30/2017 09:17:01 AM (CT)  
Total \$0.00

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

Signature Julie Mills

Email williamsmechanicalcad@gmail.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?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AR
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.)	Williams Mechanical Services was started in March of 2008. The company prides itself of commercial HVAC, indoor air quality, energy savings and safety. We have grown into a service company that specializes in business partnerships. We are factory reps for Rheem, Trane, Liebert, Mitsubishi, and Lennox. We are very familiar with the service and repair of large tonnage chillers, (Trane, York, Carrier, Mcquay) We also are very good at boiler installation and repair. Our company specializes in re-tubing boilers, repair and fabrication of pressure vessels. We also perform flu-gas analysis on all gas fire equipment. We have our contractor's license that is unlimited for the larger jobs or if you just need to resolve an issue with one building we can accomplish this task with the least amount of capital. Whether it is a large hydronic system or 50 split systems, we pride ourselves in making sure that this equipment is operating properly, is the best solution for the given environment, and is operating with the least about of capital needed for the desired solution! We have Class A HVAC License, Boiler Installation License, Boiler Repair License, Plumbing License, Electrical License, we also perform thermography testing of electrical switch gear, Fire Alarm and Security License, Backflow Testing and Repair, Laser Alignment Certified. We are the Arkansas Representative for Computrols (This

is the only Facility Management  
System with a Lifetime Warranty)

6	Primary Contact Name	Primary Contact Name	James Williams
7	Primary Contact Title	Primary Contact Title	Owner
8	Primary Contact Email	Primary Contact Email	jameswilliams7mech@yahoo.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8707612527
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5019829698
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8707612527
12	Secondary Contact Name	Secondary Contact Name	Julie Mills
13	Secondary Contact Title	Secondary Contact Title	Office Manager/Payroll Specialist
14	Secondary Contact Email	Secondary Contact Email	williamsmechanicalcad@gmail.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5019829696
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5019829698
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8707610399
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	James Williams
19	Admin Fee Contact Email	Admin Fee Contact Email	jameswilliams7mech@yahoo.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8707612527
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Julie Mills
22	Purchase Order Contact Email	Purchase Order Contact Email	williamsmechanicalcad@gmail.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5019829696
24	Company Website	Company Website (Format - www.company.com)	www.williamsmechanicalservices.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	26-3157248
26	Primary Address	Primary Address	3008 Colony Drive
27	Primary Address City	Primary Address City	Jonesboro
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
29	Primary Address Zip	Primary Address Zip	72404

30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	HVAC, Heating and Air, Pressure Vessel Repair, Pumps, Chillers, Boilers, Piping, Package Units, Split Systems, Heat Pumps, Energy Management, Fire Alarm Security System, Condensate Station, VAV , Mini Split, flu-gas testing, thermography testing, KW utilization, re-tubing, refrigeration, computrols,
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Jonesboro
34	Company Residence (State)	Vendor's principal place of business is in the state of?	AR
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?	44
40	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
41	Estimating Requirements	Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question.	RS Means Online
42	Other Estimating Software	Please list the program name, website address and phone number of the requested estimating software.	RS Means
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?	No
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	(No Response Required)

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

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

No

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

Do you have any conflicts under this statutory requirement?

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) | <p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that:</p> <p>(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;</p> <p>(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. &amp; Comm. Code Chapter 15;</p> <p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p> <p>(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.</p> | (No Response Required) |

## Instructions for Certification:

(No Response Required)

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

including suspension and / or debarment.

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

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

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

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 with ESC Region 8 and TIPS Members: (No Response Required)  
The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.  
The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.  
In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

55 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.  
Does vendor agree?

56 2 CFR PART 200 (B) Termination

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

57	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
59	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

60	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
61	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

62 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

63 Remedies

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

Yes, I Agree

64 Remedies Explanation of No Answer

65	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
66	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
67	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68	Alternative Dispute Resolution Explanation of No Answer		
69	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree



Do you agree to these terms?

70 Infringement(s) Explanation of No Answer

71 Acts or Omissions

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

Yes, I Agree

72 Acts or Omissions Explanation of No Answer

73 Contract Governance

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

Yes

74 Payment Terms and Funding Out Clause

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

Yes

75 Insurance and Fingerprint Requirements  
Information

Insurance

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

Fingerprint

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

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

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at


NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

<p>76 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>77 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

- 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? No 
- 80 Agreement Exceptions/Deviations Explanation
- If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items		
Response Total:		\$0.00

## REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Valley View School	Bryan Russell	<a href="mailto:bryan.russell@valleyviewschools.net">bryan.russell@valleyviewschools.net</a>	870-761-4471
Atkins School	Dennis Webb	<a href="mailto:dennis.webb@atkinsschools.org">dennis.webb@atkinsschools.org</a>	479-641-7871
UAMS	David House	<a href="mailto:HouseDavidA@uams.edu">HouseDavidA@uams.edu</a>	501-686-7548
Arkansas State University	Eric Bolin	<a href="mailto:eboling@astate.edu">eboling@astate.edu</a>	870-974-4456
Phillips Community College	Ricky Fletcher	<a href="mailto:rfletcher@pccua.edu">rfletcher@pccua.edu</a>	870-830-9047
UHS - The Bridgeway Hospital	Schuyler Albert	<a href="mailto:schuyler.albert@uhsinc.com">schuyler.albert@uhsinc.com</a>	501-771-8526

# Valley View Public School

OFFICE OF THE SUPERINTENDENT

2131 VALLEY VIEW DRIVE  
JONESBORO, ARKANSAS 72404

## MEMORANDUM

DATE: February 24, 2017

TO: TIPS/TAPS

I would like to recommend Williams Mechanical Service become a Tips/Taps member due to their effective work with the Valley View School District. They have provided HVAC assistance to our school district at a critical time when we could find no assistance. Our Intermediate School had black mold forming in the ductwork and AC registers in the classrooms two weeks prior to the students returning to school. Williams Mechanical Service came to our aid and completely saved our system and got the units working properly so that the mold would not return. They provided this work at a very fair price and have continued to deliver quality service campus wide. We have found Williams Mechanical Service to be a caring company with enough manpower and expertise to provide constant service as well as emergency service at any time.

Please consider Williams Mechanical Service as they file their application to become a Tips/Taps member.

If you require additional information, you may contact me at 935-6200.

Sincerely,



Bryan Russell, Superintendent  
Valley View School District

BR/pmc

Phillips Community College of the University of Arkansas  
2807 Hwy. 165 South  
Stuttgart Arkansas 72160

To: TIPS/TAPS

I would like to recommend Williams Mechanical Service to become a TIPS/TAPS member. Williams Mechanical has been providing us with quality HVAC service when needed for the past 16 years. They are quick to service our needs even after hours and weekends. They have experienced servicemen and are easy to deal with. I believe you will not be disappointed if you choose to use them.

Sincerely,  
Ricky Fletcher  
Maintenance Supervisor  
PCCUA Stuttgart Campus



**Williams Mechanical Central Arkansas Division**

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**From:** Michael Flory <mikeflory84@gmail.com>  
**Sent:** Thursday, March 16, 2017 9:16 AM  
**To:** Williams Mechanical Central Arkansas Division  
**Subject:** Fwd: work

----- Forwarded message -----

**From:** **Dennis Webb** <dennis.webb@atkinsschools.org>  
**Date:** Thursday, March 16, 2017  
**Subject:** work  
**To:** [mikeflory84@gmail.com](mailto:mikeflory84@gmail.com)

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Dennis Webb  
Maintenance Director  
Atkins Public Schools  
479-641-  
7871

To whom it may  
concern

Our k-8 facility recently had a major single phase problem. Mike Flory from Williams Mechanical had told me earlier to call him on any problem we had ,emergency or not. I called him and he had two men on the job as quickly as possible. They figured out the problem.It had scrambled the computer on three ninety ton units and burned out a 25 hp motor. We had to close school for the day. Mike shows up and immediately sends a man to Fort Smith to pick up a motor while he starts reprogramming the other units and calls in more help. Thanks to all these guys and their determination , we worked late into the nite. School started the next morning and we finished the job. I really appreciate these people for helping to get our school up and going so quickly. We are now in the process of fixing this where it will not happen again. I would recommend this company for any emergency in the future.

The information transmitted is intended only for the person or entity to which it is addressed and may contain proprietary, confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers.

Atkins Public Schools

**Williams Mechanical Central Arkansas Division**

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**From:** Michael Flory <mikeflory84@gmail.com>  
**Sent:** Tuesday, March 14, 2017 12:49 PM  
**To:** Williams Mechanical Central Arkansas Division  
**Subject:** Fwd: Tips/Taps Vendor Recommendation

----- Forwarded message -----

**From:** **Staggs, Kendall T** <[StaggsKendallT@uams.edu](mailto:StaggsKendallT@uams.edu)>  
**Date:** Tuesday, March 14, 2017  
**Subject:** Tips/Taps Vendor Recommendation  
**To:** "[Mikeflory84@gmail.com](mailto:Mikeflory84@gmail.com)" <[Mikeflory84@gmail.com](mailto:Mikeflory84@gmail.com)>

Mike,

I would like to recommend Williams Mechanical Service become a Tips/Taps member due to their effective work here at UAMS. They have provided HVAC, welding and other mechanical assistance to UAMS at a moment's notice during critical times for us. Williams Mechanical Service has always provided top notch technicians, who complete the job requirements with willing attitudes and within necessary deadlines. They provided this work at a very fair price and have continued to deliver quality service campus wide. We have found Williams Mechanical Service to be a caring company with enough manpower and expertise to provide constant service as well as emergency service at any time.

Please consider Williams Mechanical Service as they file their application to become a Tips/Taps member.

If you require additional information or clarification, please contact me at 501-554-5182.

Respectfully submitted,

Kendall Staggs

Assistant Utility Systems Manager



Gerdau  
1301 Jones Rd.  
Paragould, AR 72450  
870-239-5010

To: TIPS/TAPS

I would like to recommend Williams Mechanical Service to become a TIPS/TAPS member due to the excellent work and customer service they have given to Gerdau over the past years. They have provided HVAC and general mechanical contractor services for the past five years. Williams Mechanical has always provided 24 hr. services to keep our plant running day or night. The customer service has always been very timely and professional, from the office staff to the local technicians on the job.

Please consider Williams Mechanical Service as they file their application to become a TIPS/TAPS member.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Bobby Ferrell', written over a horizontal line.

Bobby Ferrell, Plant Manager  
Gerdau Paragould Rail Products

3/13/17



We specialize in the service and repair of commercial and industrial HVAC equipment. We also have a pipefitting division consisting of certified welders and pipefitters. We are the Computrols Representative for Arkansas. This is the only facility management system with a lifetime warranty. We cater to our customers and are always looking for ways to reduce their spending through better, safer, practices while keeping their equipment operating at optimum performance. We have several different service options available for our customers anything from Scheduled Maintenance Programs up to Select Maintenance Programs. In every case, we take the manufacturers recommendations, look at the mission critical equipment, and devise a program to best fit your needs both from a financial standpoint and a mechanical standpoint.

**Our goal is the satisfaction  
of our customers**



Authorized Dealer

**Williams Mechanical Services**  
Central Arkansas Division  
4186 Ark Hwy 294  
Jacksonville, AR 72076  
  
Phone: 501-982-9696  
Fax: 501-982-9698  
E-mail: [williamsmechanicalcad@gmail.com](mailto:williamsmechanicalcad@gmail.com)



## Product/Service Information



**One call does it all**  
**Tel: 501-982-9696**

## Here is a list of services that we provide from Williams

- Service and repair of Industrial Refrigeration Systems
- Service and repair of Centrifugal Chillers, Screw Chillers, Etc. (Trane, Carrier, York, McQuay)
- Service and repair of commercial HVAC equipment
- Service and repair of Boilers
- Flu Gas Analysis
- Pipe fitting and welding
- Medical Gas Installation
- Rental chillers
- Industrial Refrigerant Recovery and Evacuation Equipment
- Pressure vessel welding
- Facility Management Systems (Tracer Summit, Computrols)
- Switchgear.
- Vibration Analysis on Mission Critical Equipment.
- Backflow Testing and Repair.
- Laser Alignment.

### Chillers and Boilers

Williams Mechanical Services is licensed for all chiller and boiler repair work. We provide call out service work and also service contracts. The service contracts range from full service contracts to preventative maintenance contracts. Williams Mechanical Services has the expertise and equipment to provide all of your service needs. Williams Mechanical Services also sales and installs chillers and boilers as well as all other Heating, Ventilating, Air Conditioning, and Refrigeration equipment. Williams Mechanical Services also has the capability of installing piping systems. Williams Mechanical Services can install threaded, welded, cold pressed, and groove lock piping.

### Controls and Testing

Williams Mechanical Services is the authorized dealer for Computrols Building Automation Systems. Williams Mechanical Services also provides many different testing services such as:

- Fan Balancing

- Vibration Analysis
- Laser Alignment
- Eddy Current Testing
- Thermography

### HVAC and Refrigeration

Williams Mechanical Services sales, installs, and services all types of HVACR equipment from the smallest cabinet coolers to large roof top units to walk-in freezers and coolers. Our service technicians are second to none and we provide prompt, courteous, and professional service 24/7.

## One call does it call

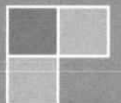


# Williams Mechanical Services

## Vender Packet



James Williams  
Williams Mechanical Services





## History

Personally, been in the HVAC business for 40+ years

Started Williams Mechanical Services in March of 2008

Service Northeast Arkansas, Northwest Arkansas, Central Arkansas Area (Arkansas, Tennessee, Missouri & Mississippi) Independent Service Contractor (Support Trane, York, Carrier, Liebert, McQuay, Bohn, Frick, Kramer, and Mitsubishi Equipment)

Computrols Representative for Arkansas

Certified Liebert Installation Contractor

Fire Alarm and Security

Class A HVAC

Plumbing License

Electrical License

Class E Alarm License

Arkansas Boiler Repair License

Arkansas Boiler Installation License

Better Business Bureau

R stamp for boiler repair

PP Stamp for power piping and vessel repair

Backflow Testing

Factory Rep for Rheem, Lennox and Trane

Only non-Trane Contractor that has Trane Software for Chiller Service

(6) Certified welders on staff

Confined space monitoring and confined space trained for rapid response.

Opened shop in Jacksonville to better support Little Rock and central Arkansas.

### **Safety**

We are very proud to announce that we have had no accidents since the founding of our company. We take the safety of our employees very seriously. We have a risk assessment program whereas we discuss all possible issues that could result in an injury before the job begins. This allows our service technicians to take extra precaution before, during, and after a project. I am very proud to announce that we have experience 0% lost work accidents since the company was started in March of 2008. That's 8.5 years.

### **Drug Free Work Place:**

We are registered with the State as a “drug free workplace”

<b><u>Customers</u></b>	<b><u>Type</u></b>
Nestle USA	USDA Food Grade Facility
Baptist Medical Center	Healthcare
Forrest City Medical Center	Healthcare
Methodist Hospital of Paragould	Healthcare
Bridgeway Hospital	Healthcare
Anchor Packaging	Manufacturing
Thomas & Betts	Industrial Manufacturing
Nucor Steel	Heavy Industrial
Phillips Community College	Higher Education
ASU	Higher Education
Nice Pak	Manufacturing
Valley View School District	K-12 Education
Unilever	Manufacturing

Additional references will be made available upon request.



## **Services**

### ***HVAC Service***

We take a proactive approach to the service and repair of commercial air conditioning and heating equipment. Note: We utilize environmentally safe coil cleaner.

### ***Refrigeration***

We work on refrigeration for many of our customers as we are already in the buildings providing HVAC Service.

### ***Boiler Service***

We service and repair high pressure steam boilers as well and install them. We have R stamps for repairs and PP stamps for pressure vessel repair. We also have repair boiler license and installation license

### ***Vibration Analysis***

Predictive Diagnostics to allow scheduling of downtime for a repair on mission critical equipment

### ***Fan Balancing***

Balancing mission critical fans will reduce downtime & extend the life of the equipment

### ***Thermography Testing***

Testing electrical switchgear is an excellent way to determine if your electrical system is at risk. Most insurance agencies will give customers discounts on their insurance because it is a pro active step and will normally reduce fire risk if hot spots are identified and repaired.

### ***Eddy Current Testing***

We utilize TAI as a sub contractor for this service & performing this work every 4 years

### ***Flue Gas Analysis***

We perform flue gas analysis on hot water and steam boilers to determine the O<sub>2</sub> & CO<sub>2</sub> ratio to verify proper performance. This will extend equipment life and save you thousands of dollars in energy savings.

### ***Spectrographic Oil Analysis***

We utilize Thompson Laboratories for this service. We monitor the oil samples taken throughout the year on our high-end equipment to determine if additional services are needed

### ***Hot Tap Capabilities***

We can tap into a line without draining the water to add a valve or valves to be used for building expansions. We have three hot tap machines and four freeze machines. We also have freeze machine for 8" pipe!!!

### ***Certified Welding***

We have (6) certified welders on board.

### ***Computrols Representative (Arkansas)***

We are the Computrols Representative for Arkansas

This is the only FMS with a lifetime guarantee!

### ***Tracer Summit System***

We service Trane Tracer Summit Systems.

### ***Medical Gas***

We service and install medical gas systems. We currently have three technicians that are certified on medical gas.

### ***Thermography Testing,***

We service electrical systems. Troubleshooting, Thermography testing, Etc. We perform this service for many of our customers. We have found that most receive a discount on their insurance by having this service on their primary switchgear.

### ***Backflow Testing***

We service and repair all makes and models of backflow devices.

### ***Rigging and Millwright***

We set equipment in the facility. We currently have 3 men that have their rigging license.

### **Why would you select Williams Mechanical Services as your service provider of choice?**

1. Independent Service Contractor while we work on all types of equipment, we are focused on providing the very best solution to a issue or opportunity. We also think outside of the box in regards to energy savings. We want you to make the very best choice when selecting equipment for upgrades or replacement.

(Example) If you need additional hot water and you have a steam boiler that is oversized for your sterilizer, then let's utilize the additional steam to heat the water! The same applies with chill water.

(Example) If you have additional chill water capacity, a fan coil unit will utilize  $\frac{1}{8}$  of the cost of a traditional DX package unit.

To summarize - You want to work with a contractor because you like his work (Quality Workmanship) and you trust him or her to take care of you!!!



Williams Mechanical Services  
3008 Colony Drive  
Jonesboro, AR 72404  
(870)203-9832

---

Here is a quick snapshot of a few work projects that we have completed in the past year. Our goal now and into the future is to make our customers #1. They are to be treated with respect and given the highest quality of service possible with the least amount of capital. Great service will not only save energy but extend the life of mechanical equipment.

910-ton Chiller installation Anchor Packaging Jonesboro, Arkansas

Mold abatement and new units to dehumidify at Stuttgart laboratory. 50 tons of equipment Stuttgart, Arkansas

1400-ton Chiller installation Anchor Packaging Paragould, Arkansas

450-ton chiller Viskase Corp Osceola, Arkansas

450-ton Chiller VisKase Corp Osceola, Arkansas

30-ton Chiller Crane Composites Jonesboro, Arkansas

Computrols Control System NEA Baptist Outpatient Surgery Jonesboro, Arkansas

Computrols Control System Forrest City Medical Center Forrest City, Arkansas

Mold abatement and new unit installation at Valley View School District 75 units Jonesboro, Arkansas

New Steam Boiler 200 HP for Helena Regional Medical Center Helena, Arkansas

New Steam Boiler 200 HP for Stuttgart Regional Medical Center Stuttgart, Arkansas

New Steam Boiler for UAMS 800 HP Steam Boiler Little Rock, Arkansas

New Steam Boiler for UAMS 800 HP Steam Boiler Little Rock, Arkansas

New Fire Alarm System UAMS 13 Bldg Computrols Little Rock, Arkansas

New HVAC Equipment Bridgeway Hospital Little Rock Arkansas 50 tons

New HVAC Equipment NOV Systems 150 tons Little Rock, Arkansas

New HVAC Equipment Jonesboro School District 25 tons Jonesboro, Arkansas

New HVAC Equipment 75 tons Truman School District Truman, Arkansas

New HVAC Equipment 25 tons Osceola School District Osceola, Arkansas

New Chiller 125-ton Southern Brown Rice Wiener, Arkansas

Boiler Service and repair Peco Foods Newport, Arkansas.

HVAC Service Peco Foods Pocahontas Arkansas

HVAC installation 50 tons Blytheville Arkansas

650-ton chiller installation Pontotac Spring Pontotac, MS

910-ton Chiller installation Thomas and Betts Jonesboro, Arkansas

New Computrols Facility Management System Viskase Corp Osceola, Arkansas

New 500-ton Cooling Tower VisKase Corp Osceola Arkansas

New 5000-amp Switchgear Gerdau Paragould Arkansas

980 k in residential service northeast Arkansas

New HVAC equipment 75 ton Bounce Plus Jonesboro Arkansas

New heat exchanger 1000 ton for Delta Timber Company Magnolia Arkansas

Re-tube Boiler Baptist Medical Center Stuttgart, Arkansas

Re-tube Boiler UAMS Little Rock, Arkansas

Set and align 10 million of production equipment Anchor Packaging Jonesboro

### 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: James Williams  
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: James Williams

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: James Williams

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: Williams Mechanical Services  
(Name of Corporation)

I, certify that I am the Secretary of Julie Miller  
(Name of Corporate Secretary)

the Corporation named as OFFERER herein above; that

Julie Miller  
(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

Corp Secretary  
(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

James Williamson  
SIGNATURE

02/20/2017  
DATE

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

The TIPS members 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.

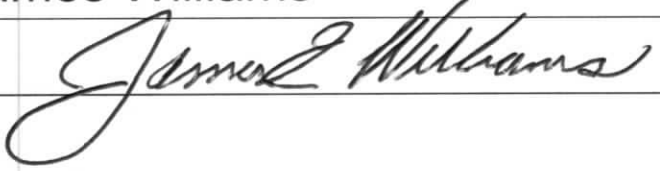
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(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 Williams Mechanical Services

Print name of authorized representative James Williams

Signature of authorized representative 

Date 03/20/2017



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 and name "CONFIDENTIAL" then scan 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 Education Service Center Region 8 and TIPS receives a Public Information Request.) You must place the following wording that is between the dotted lines on the outside of the envelope containing the copies of the confidential materials. You may copy, complete and affix the following to the envelope containing the copies of the confidential materials. 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. This envelope 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  
ENCLOSED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR \_\_\_\_\_

**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.

*Williams Mechanical Services*  
\_\_\_\_\_  
Name of company expressly waiving confidential status of material

\_\_\_\_\_  
Printed

*James Williams Owner James Williams*  
\_\_\_\_\_  
Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

\_\_\_\_\_  
Address

*Jansboro AR 72404 870 203 9832*  
\_\_\_\_\_  
City State ZIP Phone



---

121 East Park Square • P.O. Box 328 • Owatonna, MN 55060  
Phone: (507) 455-5200 • (800)-533-0472

March 13, 2017

**RE: CONTRACT BONDING REFERENCE LETTER**

To Whom It May Concern:

Williams Mechanical Services Inc, Jonesboro, AR has been a client of Federated Mutual Insurance Company going on 2 years. Please accept this confirmation that we handle the bonding for Williams Mechanical Services Inc. Federated Mutual Insurance Company is listed in the Department of Treasury Circular 570 and is rated A+ (Superior) by A.M. Best Company, with a financial size of XV (\$2 billion or greater).

Williams Mechanical Services Inc has a bonding capacity of \$500,000 per job with a \$2,000,000 aggregate limit. If Williams Mechanical Services Inc were to need bonding in excess of the limits established, we would gladly consider their request subject to underwriting review.

Federated Mutual Insurance Company is licensed to do business in Arkansas. The Arkansas Resident Agent is Drew Waddell whose business address is 361 Southwest Dr #115, Jonesboro, AR 72401-5854. The bond contact person is Lisa Roushar, 1929 South Cedar Ave, Owatonna, MN 55060.

Please understand that this letter is issued as a bonding reference letter and is not an assumption of liability or a bond. As such, we assume no liability to third parties or to you, if for any reason we do not execute bonds.

Let me know if you have any questions or need additional information for this valued client.

Sincerely,

*Lisa Roushar*

Lisa Roushar, AFSB Bond Underwriter  
Federated Insurance – Bond Underwriting  
1929 South Cedar Ave  
Owatonna, MN 55060  
O: 800-533-0472 Ext. 455-5215 F 507-446-4704 E: [llroushar@fedins.com](mailto:llroushar@fedins.com)

# State of Arkansas

SCOTTY DALE DOUTHIT, CHAIRMAN  
KAREN H. McKINNEY, COMMISSIONER  
PHILIP A. HOOD, COMMISSIONER

BARBARA W. WEBB  
CHIEF EXECUTIVE OFFICER

DAVID GREENBAUM  
CHIEF ADMINISTRATIVE LAW JUDGE



SPRINGDALE DIVISION  
244 SOUTH 40th  
SPRINGDALE, AR 72762-3845  
TELEPHONE 479-751-2790  
TOLL FREE 1-800-852-5376

## ASA HUTCHINSON, GOVERNOR WORKERS' COMPENSATION COMMISSION

324 Spring Street  
P.O. Box 950  
Little Rock, Arkansas 72203-0950  
Telephone 501-682-3930 / 1-800-622-4472  
Arkansas Relay System TDD 1-800-285-1131

November 9, 2016

Reference: VDFWP 36-16-4133

Approval Dt: 12/10/2016

Mr. James Williams  
Williams Mechanical  
3008 Colony Dr  
Jonesboro, AR 72404

Dear Mr. Williams:

The Arkansas Workers' Compensation Commission (AWCC) received the complete and correct Voluntary Drug-Free Workplace application from Williams Mechanical on October 31, 2016. Based on the information submitted in this application, the AWCC has determined that your company's program will meet the requirements for a Drug-Free Workplace as specified in AWCC Rule 36 (Ark. Code Ann. §11-14-101). Williams Mechanical has been assigned the registration number of 36-16-4133 which entitles the company to certain benefits for the next policy year.

**Annual renewal of this registration is required for subsequent policy years. This renewal must be received by the AWCC Health and Safety Division on or before December 10, 2017.**

In accordance with the provisions of Rule 36, both the AWCC and your workers' compensation insurance carrier may audit your company to assess compliance with the Voluntary Drug-Free Workplace Program. Substantial compliance must be maintained to qualify for the benefits provided by AWCC Rule 36.

Please note, the following email address, [williamsmechanicalcad@gmail.com](mailto:williamsmechanicalcad@gmail.com) is the current email of record for your company. Please inform us if the email changes as renewal reminders will only be sent to the email of record. You may send any updates of the email address to: [SWheaton@awcc.state.ar.us](mailto:SWheaton@awcc.state.ar.us).

Please feel free to contact the Health & Safety Division of the AWCC at 800-622-4472 or 501-682-1490 if you have any questions concerning the registration process or specific provisions of the Voluntary Drug-Free Workplace Program.

Sincerely,

A handwritten signature in cursive script that reads "Patricia Hart".

Patricia Hart, CIH  
Director  
Health and Safety Division



**State of Arkansas**  
Arkansas Department of Labor  
Boiler Inspection Division  
10421 West Markham  
Little Rock, AR 72205-2190  
Phone: (501) 682-4513 Fax: (501) 682-4562  
TDD: 800-285-1131 www.arkansas.gov/labor

**ASA HUTCHINSON**  
Governor

**LEON JONES, JR.**  
Director of Labor

12/19/2016

Your license is attached. If you have any questions regarding this document or its use, please contact the Arkansas Boiler Inspection Division at (501) 682-4513.

WILLIAMS MECHL SVCS  
ATTN JAMES WILLIAMS  
508 KELSEY  
JONESBORO, AR 72404

**ASA HUTCHINSON**  
Governor



**State of Arkansas**

Arkansas Department of Labor  
Boiler Inspection Division  
10421 West Markham  
Little Rock, AR 72205-2190  
Phone: (501) 682-4513 Fax: (501) 682-4562  
TDD: 800-285-1131 www.arkansas.gov/labor

**LEON JONES, JR.**  
Director of Labor



**Endorsements**

- ☒ ASME/NB Code  
Stamp Holder  
☒ Pressure Piping

**BOILER SALE AND INSTALLATION LICENSE #: I1958**

This is to certify that

**WILLIAMS MECHL SVCS  
JONESBORO, AR**

has complied with the provision of Arkansas Code §§ 20-23-401 et. seq. and the rules of the  
Boiler Inspection Division regulating the fabrication, sale, or installation of Boilers, Unfired Pressure Vessels,  
and Hot Water Storage Containers in the State of Arkansas.

This license is revocable by the Boiler Division upon violation of any applicable law, rule or regulation.

Issued this date: 12/19/2016

**This license expires: 12/31/2017**

**THIS LICENSE IS NON-TRANSFERABLE.**

*Dennis R. Hammer*  
**CHIEF BOILER INSPECTOR**



**State of Arkansas**  
Arkansas Department of Labor  
Boiler Inspection Division  
10421 West Markham  
Little Rock, AR 72205-2190  
Phone: (501) 682-4513 Fax: (501) 682-4562  
TDD: 800-285-1131 [www.arkansas.gov/labor](http://www.arkansas.gov/labor)

**ASA HUTCHINSON**  
Governor

**LEON JONES, JR.**  
Director of Labor

12/19/2016

Your license is attached. If you have any questions regarding this document or its use, please contact the Arkansas Boiler Inspection Division at (501) 682-4513.

WILLIAMS MECHL SVCS  
ATTN JAMES WILLIAMS  
508 KELSEY  
JONESBORO, AR 72404

**ASA HUTCHINSON**  
Governor



**State of Arkansas**

Arkansas Department of Labor  
Boiler Inspection Division  
10421 West Markham  
Little Rock, AR 72205-2190  
Phone: (501) 682-4513 Fax: (501) 682-4562  
TDD: 800-285-1131 [www.arkansas.gov/labor](http://www.arkansas.gov/labor)

**LEON JONES, JR.**  
Director of Labor



**Endorsements**

☒ ASME/NB Code  
Stamp Holder

**BOILER AND PRESSURE VESSEL REPAIR LICENSE #: R628**

This is to certify that

**WILLIAMS MECHL SVCS  
JONESBORO, AR**

has complied with the provision of Arkansas Code §20-23-405 and the rules of the Boiler Inspection Division regulating the repair of Steam Boilers and/or Hot Water Storage Containers, and is hereby licensed to perform such work in the State of Arkansas.

This license is revocable by the Boiler Division upon violation of any applicable law, rule or regulation.

Issued this date: **12/19/2016**

**This license expires: 12/31/2017**

THIS LICENSE IS NON-TRANSFERABLE.

*Dennis R. Hannon*  
CHIEF BOILER INSPECTOR



**STATE OF ARKANSAS**  
**ARKANSAS DEPARTMENT OF LABOR**  
**BOARD OF ELECTRICAL EXAMINERS**  
10421 WEST MARKHAM  
LITTLE ROCK, AR 72205  
Phone: (501) 682-4549 Fax: (501) 682-1765  
TDD: (501) 682-1765  
[www.labor.ar.gov](http://www.labor.ar.gov)

**ASA HUTCHINSON**  
Governor

**LEON JONES, JR.**  
Director of Labor

3/16/2017

N/A

**STATE OF ARKANSAS**  
**Board of Electrical Examiners**

THIS IS TO CERTIFY

**JAMES E. WILLIAMS**  
508 KELSEY  
JONESBORO, AR 72404



WILLIAMS, JAMES E  
FOR: JAMES E WILLIAMS  
508 KELSEY  
JONESBORO, AR 72404

IS COMMISSIONED AS  
**AC ELECTRICIAN**

**AC-0149**

Issued: **3/1/2017**

Expires: **2/28/2020**

License No. 0216850517

ACTIVATED

ID #27484

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

WILLIAMS MECHANICAL SERVICES, INC.  
508 KELSEY DR  
JONESBORO, AR 72404

WILLIAMS MECHANICAL SERVICES, INC.

**This is to Certify That**

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended  
and is entitled to practice Contracting in the State of Arkansas within the  
following classifications/specialties:

**SPECIALTY**

Boiler Construction & Repair

Heating, Ventilation, Air Conditioning,  
Refrigeration

with the following suggested bid limit Unlimited

activated July 18, 2016 until May 31, 2017

when this Certificate expires.

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



*John B. Gaynor*

*Ray [Signature]*

CHAIRMAN

SECRETARY

July 18, 2016 - li



## Arkansas Department of Health

4815 West Markham • Little Rock, AR 72205-3867 • Telephone (501) 661-2000  
Governor Asa Hutchinson  
Nathaniel Smith, MD, MPH, Director and State Health Officer

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### VERIFICATION OF LICENSE

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TO: TO WHOM IT MAY CONCERN  
FROM: PROTECTIVE HEALTH CODES  
SUBJ: VERIFICATION OF LICENSE  
DATE: 9/8/2016  
CUST #: 0008141343

This letter verifies that James Williams, HVAC/R - Class A – License #0141343, is in good standing with the Plumbing/HVAC/R division of the Arkansas Department of Health until 07/31/2017

If you have any questions, please contact us at (501) 661-2642.

Thank You,  
Protective Health Codes

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

Serving more than one million Arkansans each year



**THE NATIONAL BOARD**  
**OF**  
**BOILER & PRESSURE VESSEL INSPECTORS**  
***Certificate of Authorization***



*This is to certify that*

**WILLIAMS MECHANICAL SERVICES, INC.**  
**3008 COLONY DRIVE**  
**JONESBORO, ARKANSAS 72404**  
**UNITED STATES**

*is authorized to use the "R" SYMBOL in accordance with the provisions of the National Board.*

*The scope of Authorization is limited as follows:*

***METALLIC REPAIRS AND/OR ALTERATIONS AT THE  
ABOVE LOCATION AND EXTENDED FOR FIELD REPAIRS  
AND/OR ALTERATIONS CONTROLLED BY THIS LOCATION***

**CERTIFICATE NUMBER: R-9651**

**ISSUE DATE: DECEMBER 19, 2014**

**EXPIRATION DATE: DECEMBER 19, 2017**



Executive Director

A handwritten signature in black ink, appearing to read 'D. A. [unclear]'.



# CERTIFICATE OF AUTHORIZATION

The named company is authorized by the American Society of Mechanical Engineers (ASME) for the scope of activity shown below in accordance with the applicable rules of the ASME Boiler and Pressure Vessel Code. The use of the certification mark and the authority granted by this Certificate of Authorization are subject to the provisions of the agreement set forth in the application. Any construction stamped with this certification mark shall have been built strictly in accordance with the provisions of the ASME Boiler and Pressure Vessel Code.

**COMPANY:**

**Williams Mechanical Services**  
3008 Colony Drive  
Jonesboro, Arkansas 72404

**SCOPE:**

**Fabrication and assembly of pressure piping at the above location and field sites controlled by the above location**

**AUTHORIZED:** January 6, 2015  
**EXPIRES:** January 6, 2018  
**CERTIFICATE NUMBER:** 49,318

Vice President, Conformity Assessment

Director, Conformity Assessment



THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED IN PLACE OF BUSINESS

*State of Arkansas*

Number

CMPY.0002424

License

Date of Expiration

01/26/2018

***This is to certify that***

Williams Mechanical Services

***is duly licensed to transact business in the State of Arkansas as a***

Class E License: Alarm Systems Company - Unrestricted

***This license is renewable as provided in A.C.A.  
17-40-101 Et. Seq.***

Arkansas State Police



*Sgt. Michael Moyer*

Sergeant Michael Moyer  
Administrator

NON TRANSFERABLE

CERTIFICATE OF EXCELLENCE IN  
ENERGY EFFICIENCY SERVICES

AWARDED TO

**William's Mechanical Services**

For being an Outstanding Participating Contractor in Entergy Arkansas's

CoolSaver A/C Tune-up program

**Quality Performer**

100% Pass Rate 2015 CoolSaver Season

Awarded this 10<sup>th</sup> day of February, 2016



Joe Kuonen, CoolSaver Program Manager



**CoolSaver**

