

TIPS VENDOR AGREEMENT

Between Curits Stout, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180205 Trades, Labor and Materials 2 (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 TIPS 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.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some 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 new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. 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, unless otherwise agreed by the parties, shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised for the jurisdiction of the TIPS Member.

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

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates may be required by some TIPS Members and acceptance of a projects by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

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. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Page 2 of 12

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 Members 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 one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "Termination for Convenience".

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 awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

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. 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, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

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

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's 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 by third parties 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 part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements per Texas Government Code §2269 for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score 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 Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

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

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations

2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement and Reporting

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. TIPS does not require a review a TIPS Member's Job Order contract AIA version or other construction contract, but may, if requested by the Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

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.

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 TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract 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 Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of two (2) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct 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 to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably 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.

Bonding

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.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional 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 or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by 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/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor 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 and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. 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 or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract.

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 per the contractual requirements of the project with the TIPS Member.

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 Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same 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.

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

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

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas.

Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors 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.

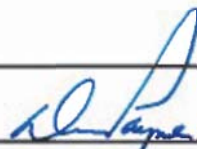
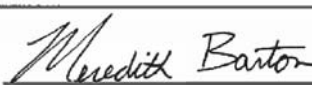
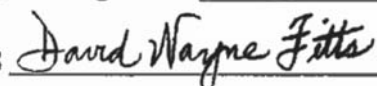
- **Agreements:** All vendor purchase orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt 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.
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Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RCSP 180205 Trades, Labor and Materials 2 (JOC)

When installation and construction on site are considered a Public Work (JOC)

Company Name Curtis Stout, Inc.
Address 2400 Cantrell Road, Suite 100
City Little Rock State AR Zip 72202
Phone 501-372-2555 Fax 501-375-4453
Email of Authorized Representative djpayne@chstout.com
Name of Authorized Representative David Payne
Title CFO
Signature of Authorized Representative 
Date 3/13/18
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 4/26/18

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	Kristie Collins, Contracts Compliance Specialist	Contact	
Phone	+1 (903) 243-4759			Department	
Fax	+1 (866) 749-6674			Building	
Bid Number	180205			Floor/Room	
Title	Trades, Labor and Materials 2 (JOC)	Department		Telephone	
Bid Type	RFP	Building		Fax	
Issue Date	2/1/2018 08:04 AM (CT)			Email	
Close Date	3/16/2018 03:00:00 PM (CT)	Floor/Room			
		Telephone	+1 (866) 839-8477		
		Fax	+1 (866) 839-8472		
		Email	bids@tips-usa.com		

Supplier Information

Company Curtis H. Stout, Inc.
 Address 2400 Cantrell Rd. Suite 100
 Little Rock, AR 72202

Contact
 Department
 Building
 Floor/Room
 Telephone (501) 372-2555
 Fax (501) 748-1658
 Email
 Submitted 3/15/2018 09:07:29 AM (CT)
 Total \$0.00

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

Signature Josh Daves

Email jrdaves@cutout.com

Supplier Notes

Bid Notes

Do not respond to this bid if your company currently holds the Trades, Labor and Materials (JOC) contract #170201.

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	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. 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)	Arkansas, Texas, Tennessee, Mississippi, Louisiana, Florida
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.)	Lighting, Light Fixtures, Lighting Retrofits, Structural Low Voltage Cabling, Security Structured Cabling and Cameras, Access Controls, Fiber Optics, Infrastructure Cabling, Electrical Service Work
6	Primary Contact Name	Primary Contact Name	Justin Keller
7	Primary Contact Title	Primary Contact Title	Energy Manager
8	Primary Contact Email	Primary Contact Email	jkellar@chstout.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5013722555
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5013754453
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5012312589
12	Secondary Contact Name	Secondary Contact Name	George Smith
13	Secondary Contact Title	Secondary Contact Title	Manager
14	Secondary Contact Email	Secondary Contact Email	Gsmith@chstout.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5013722555
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5013754453
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8702609577

18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	David Payne
19	Admin Fee Contact Email	Admin Fee Contact Email	djpayne@chstout.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5017481677
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	David Payne
22	Purchase Order Contact Email	Purchase Order Contact Email	djpayne@chstout.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5017481677
24	Company Website	Company Website (Format - www.company.com)	www.chstout.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	71-0276279
26	Primary Address	Primary Address	2400 Cantrell Rd.
27	Primary Address City	Primary Address City	Little Rock
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Arkansas
29	Primary Address Zip	Primary Address Zip	72202
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.)	Lighting, Retrofit, Energy Conservation, Structured Cabling, Security Cameras, Access Controls, Fiber Optic, Audio Visual, New Construction, Renovations,
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Little Rock
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Arkansas

35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) 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."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	N/A
39	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
40	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
42	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	21
44	Years Experience	Company years experience in this category?	71
45	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES

46	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
47	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:	(No Response Required)
		<p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>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;</p> <p>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;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	
48	Texas HB 89- Texas Government code §2270 compliance	Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.	YES
		<p>The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.</p> <p>I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8. FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL. I swear and affirm that the above is true and correct by a "YES" response.</p>	

- 49 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?
- 50 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No
- 51 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
- 52 Regulatory Standing Regulatory Standing explanation of no answer on previous question. N/A
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
 - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
 - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
 - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

55 Suspension or Debarment Certification

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

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

56 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

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

57 2 CFR PART 200 Contract Provisions Explanation

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

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

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

58 2 CFR PART 200 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

Yes

59 2 CFR PART 200 Termination

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

Yes

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

60	2 CFR PART 200 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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 Federal Rule	<p>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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$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

63	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
64	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from</p> <p>indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as</p> <p>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</p> <p>any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently</p> <p>performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on</p> <p>behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in</p> <p>the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to</p> <p>indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated</p> <p>damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified</p> <p>with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree</p> <p>to these terms?</p>	Yes

65	Remedies	<p>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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
66	Remedies Explanation of No Answer		N/A
67	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
68	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>	Yes

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?

69	Alternative Dispute Resolution	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. Do you agree to these terms?	Yes, I Agree
70	Alternative Dispute Resolution Explanation of No Answer		N/A
71	Infringement(s)	The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms?	Yes, I Agree
72	Infringement(s) Explanation of No Answer		N/A
73	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
74	Acts or Omissions Explanation of No Answer		N/A
75	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

76 Payment Terms and Funding Out Clause

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

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

77 Insurance and Fingerprint Requirements Information

Insurance (No Response Required)
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

78 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

None

79 Solicitation Deviation/Compliance

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

Yes

80	Solicitation Exceptions/Deviations Explanation	<p>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.</p> <p>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.</p> <p>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.</p>	N/A
81	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
82	Agreement Exceptions/Deviations Explanation	<p>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.</p>	N/A
83	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

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
CHI St. Vincent Hospital	Dwayne Thompson	dathompson@stvicenthealth.com	501-552-3948
Fellowship Bible Church	Terry White		501-224-7171
Arkansas Children's Hospital	David Douglass		501-364-4320
Centennial Bank	Gordon Silaski		501-603-3845

Certification Regarding Lobbying

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

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

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

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

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

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

Curtis Stout, Inc.

Name/Address of Organization

David Payne

Name/Title of Submitting Official

Signature

3/13/18

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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 must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

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: David Payne
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: _____

OR

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

Signature of Authorized Company Official: 

OR

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): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

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

OFFERER: Curtis Stout, Inc.
(Name of Corporation)

I, DAVID V. PAYNE certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

David Payne
(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

CFO/CORPORATE 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 if available

[Signature]
SIGNATURE

3/13/18
DATE

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

The Education Service Center Region 8 and TIPS 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 Curtis Stout, Inc.

Print name of authorized representative David Payne

Signature of authorized representative 

Date 3/13/18

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, David Payne as an authorized representative of Curtis Stout, Inc., a contractor/vendor
Insert Name of Company

engaged by

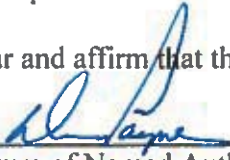
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

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

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


Signature of Named Authorized Company Representative

3/13/18

Date

**Required Federal contract provisions of Federal Regulations for Construction Contracts
for contracts with TIPS OR TIPS MEMBERS**

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

The TIPS OR TIPS MEMBERS is the subgrantee or Subrecipient by definition. 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.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by TIPS OR TIPS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR TIPS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES X Initial of Authorized Company Official

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule above, when federal funds are expended by TIPS or TIPS Members, the proposer certifies that during the term of an award by the TIPS OR TIPS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES Initial of Authorized Company Official

Company Name Curtis H Stout, Inc.

Print name of authorized representative David Payne

Signature of authorized representative 

Date 4/11/18

RCSP 180205 Trades, Labor and Materials 2 (JOC)

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

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

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

If you claim that parts of your proposal are confidential, complete the top section below.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:
Curtis Stout, Inc.

Name of company claiming confidential status of material

David Payne / CFO

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

2400 Cantrell Road, Suite 100 Little Rock AR 72202 501-372-2555

Address City State ZIP Phone

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

Signature _____ Date _____

If you do not claim any of your proposal to be confidential, complete the section below only.

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.

CURTIS H. STOUT, INC.

Name of company expressly waiving confidential status of material

DAVID J. PAYNE, CFO

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

2400 CANTRELL RD, SUITE 100 LITTLE ROCK AR 72202 501-372-2555

Address City State ZIP Phone

Signature _____ Date 3/13/18



Keith J. McAleenan
Travelers Bond & Specialty Insurance
940 West Port Plaza
St. Louis, MO 63146
314-579-8320
KMcAleen@travelers.com

March 13, 2018

RE: Curtis H. Stout, Inc. – Surety Reference Letter

To Whom It May Concern,

We are providing this information at the request Curtis H. Stout, Inc. Travelers has been providing surety bonds for Curtis H. Stout, Inc. since 2015 and intend to do so in the future, subject to our established surety credit parameters. We have a \$1,000,000 single and \$5,000,000 aggregate surety limit established for the account.

We continue to be confident in this principal's ability to perform and we recommend them for your favorable consideration. Travelers has not been required to perform under a labor and material payment bond or performance bond for the referenced company. Travelers Casualty and Surety Company of American is rated A+ by A.M. Best .

Please note that the decision to issue a performance and payment bond for a project is a matter between Curtis H. Stout, Inc. and Travelers Casualty and Surety Company of America and will be subject to our standard underwriting at the time of the final bond request, this includes the review of the bond form, contract terms and our other normal underwriting criteria.

If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA

A handwritten signature in blue ink that reads "Keith McAleenan".

Keith McAleenan
Account Executive

Travelers Casualty and Surety Company of America is rated A++ (Superior) by A.M. Best Financial Size Category XIII (\$1.25 Billion to \$1.5 Billion).

A.M. Best's rating of A+ applies to certain insurance subsidiaries of Travelers that are members of the Travelers Insurance Companies pool; other subsidiaries are included in another rating pool or are separately rated. For a listing of companies rated by A.M. Best and other rating services visit www.travelers.com. Ratings listed herein are as of May 30, 2006, are used with permission, and are subject to changes by the rating services. For the latest rating, access ambest.com.



CURTIS STOUT



ABS Lighting

ABS Lighting Manufactures a Complete Line of Precision, Controlled Beam, HID Luminaires. A Division of BK Lighting



AV Poles & Lighting

Manufacturer of commercial & industrial grade poles, brackets and bases for the outdoor lighting industry



Acclaim Lighting

Indoor and Outdoor LED Lighting Solutions for the Entertainment and Architectural Markets



Active Safety

Photoluminescent Exit Signs and Path Marking products are durable, attractive products that are listed to UL standards and meet the requirements of all state/national building codes.



Advantage Environmental Lighting

Commercial and Industrial LED, Fluorescent and HID Lighting



Advent Lighting

Architectural Lighting Innovations - Specification Grade Architectural Pendants, Bowls and Sconces



Altman Lighting

Theatrical, Architectural, Film and Video Lighting



Alumilite

Architectural Interior/Exterior Fixtures



Ambiance

Architectural Accent Lighting Systems



American Glass Light

Interior Decorative Sconces & Pendants



American Green Technology

Induction and LED Lighting



Applied Electronics

Theatrical Controls



Architectural Cathode

Architectural Cathode Lighting - Cold Cathode Lighting



Autani

Transforming the way commercial and industrial buildings optimize energy management



Axis Lighting

Architectural Linear and Recessed Lighting



B-K Lighting

Landscape Lighting



BITS LTD

Smart Strip Power Cords



Barron Lighting



Baselite

Contractor Friendly Lighting Products for Both the Industrial and Commercial Markets.



BeachSide Lighting

Landscape Copper and Brass outdoor lighting



Bega

Architectural Lighting Fixtures and Products



Beta LED

LED Interior and Exterior Lighting including Area, Canopy, Floodlighting, Pathway, Security, Soffit, Streetlights and Transportation



Bright Light Systems

High Mast Lighting Control Systems and LED and Light Emitting Plasma Fixtures



CD Lighting

Manufacturer of lighting for complex Commercial, Institutional, Medical and High Abuse markets



CGF Design Inc

Manufacturing company specializing in the design and production of commercial, industrial and decorative architectural lighting fixtures



CMT Poles

Part of Valmont Composite Structures, Inc. CMT offers time-proven products, crafted with a unique, centrifugally cast manufacturing process.



CRW Lighting

Decorative Architectural Lighting



Carpenter

Emergency Lighting units, Exit Signs, Central Inverter Systems and Lighting Controls



Cireon Lighting

USA Manufacturer of LED Products including Low and High Bays, Troffers, Outdoor and Wall-Mounted Fixtures



Cobo Light

High quality LED lighting fixtures, bulbs, spot lights, parts, etc.. for commercial, residential, industrial, architectural, retail, hospitality, projects, etc.. at an affordable modest price



Cole Lighting

Dark Room Lights, Step Lights, Floor Boxes, Lighted Handrails, Plugging Boxes, Church Lighting



Color Glo

White and RGB LED sign, architectural accent, cove, fountain and landscape lighting



Coloronix

Colorful Architectural Illumination Bringing Entertainment Color Changing Technology to Architecturally Pleasing Fixture Designs.



Cree LED

Leading Manufacture of Energy-Efficient, Environmentally friendly LED Lighting



Crenshaw

High Quality Handmade Decorative Lighting Fixtures, Chandeliers and Lanterns for Historic restorations, Houses of Worship, etc.



Cypress Lighting Technologies

Solid State Lighting products for both commercial and residential lighting applications



D'ac Lighting

Interior and Exterior Decorative & Accent Luminaires



DALS Lighting

Architectural lighting products



DECO Lighting

Innovative, environmentally-friendly, top quality lighting fixtures and related products to the U.S. and worldwide commercial, institutional and utility markets



DMFLighting

Extensive selection of recessed, track, and specialty lighting ideal for residential and commercial applications



Daintree

Smart building control, sensing and Enterprise Internet of Things



DauerLED

Commercial interior, exterior, lamps including turtle friendly approved lamps



Day-O-Light

Indoor architectural linear, recessed and surface mount lighting products



Delray Lighting

Compact Fluorescent Recessed & Pendant Lighting, Retrofit Conversion Systems



Delta Light

Unique European Lighting



Designplan, Inc

Innovative LED, HID, Halogen and Fluorescent Lighting for Indoor and Outdoor



Dialight

LED Industrial, Infrastructure, Hazardous Location, Transportation, Obstruction and Architectural Solutions



Douglas Lighting Controls

Douglas Lighting Controls offers complete centralized and stand-alone systems including controllers, relay panels, sensors, and switch stations for commercial, educational and sports facilities.



DuraGuard

Full line of indoor and outdoor HID, LED and Fluorescent lighting Products



EL Torrent

Decorative shades and fixtures



Eagle High Mast Lighting

High Mast Devices



Echelon

IoT (Internet of Things) solutions for smart cities and enterprises through connected outdoor lighting systems including roadway, campus, area, garages, and high bay



Edison Price

Downlighting & Track



Efficient-Tec International

LED Lighting Fixtures



Elation Lighting

Professional Lighting & Entertainment Products and Accessories



Elco Lighting

Commercial and Residential Down Lighting and Track



Electronic Theatre Controls

Lighting and rigging technology for entertainment and architectural applications



Element Lighting

Recessed Downlights, LED, Wall Wash, Architectural Lighting | ELEMENT Lighting



Emergensee

A wide range of fluorescent and LED emergency batter packs/ballasts, exits signs/emergency lighting and inverter systems



Estiluz

Architectural indoor



Exitronix

Full Line of Exit and Emergency Lighting Safety Products



Firefly Lighting

Creative Decorative Solutions Including Scones, Pendants, and Chandeliers



Elite LED Lighting

Privately owned company with 18 years and 3 generations of experience. Elite can complete an entire project with its wide product selection and innovative technologies.



Engineered Lighting Products

Quality Interior & Exterior Lighting



Evenlite

Life Safety Products including Emergency Lighting Products, Central Power Systems, LED and Self Luminous Signs, Custom Graphic Signs



Fabbian

Manufacturer of Design Lighting



Flex Lighting

Engineered to meet most commercial and industrial lighting requirements while helping reduce energy bills and facility maintenance costs



Ember LED

Energy Efficient LED and Solar Lighting technologies including Street, Pathway, Site, Landscape, Flood, Area, Wall, Canopy lighting



Envoy Lighting

Competitive Commercial & Industrial, indoor & outdoor, LED, Fluorescent and HID



Excelsior Lighting

Designs and manufactures 'specification grade' luminaires and mountings for professional landscape lighting industry



Finelite

Premier Indirect Lighting Systems



Fluxwerx Lighting

LED lighting technology, with a distinctive product offering and breakthrough proprietary anidolic optics technology that offers substantial energy savings, lighting quality, and remarkable lifetime



Fulham Lighting

Intelligent lighting components



GE Lamps and Ballast

Commercial and Industrial Lighting



GE Lighting Solutions

LED Architectural, LED and HID Floods, Area, Roadway, Industrial Lighting including HID and Fluorescent Highbays, Sports Lighting



GM Lighting



Gammalux

American made indoor, modern lines, linear fixtures



Graffiti

Architectural Recessed Down Lighting



GreenCreative

ENERGY STAR, DLC and CEC certified indoor retrofit and new construction lighting solutions server the Retail, Hospitality, Food & Beverage, Office and Education industries.



Greenshine

Solar lighting solution that meets the standard lighting requirements for streets, roadways, freeways.....



Halco Lighting Technologies

Lighting Solutions Including Energy Efficient Lamps, Ballasts and Lighting Fixtures



Hapco

Straight square round str. and round tapered steel, decorative aluminium poles



Hess America

Specification Grade Downlighting & Track Products



High Energy Group

Manufacturer of LEDGREEN Lamps, Kits and Fixture for Retro-Fit



Holm Lighting

Architectural and Landscape Lighting



Howard Lighting

Indoor and Outdoor Fluorescent, HID and LED Lighting, Exit/Emergency Lighting, Electronic and Magnetic Fluorescent Ballasts Magnetic HID Fluorescent, HID and LED Lamps



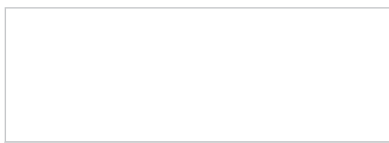
Hèmèra

Exquisite Contemporary Pendants and Wall Sconces



IR-TEC

Premium Sensor Manufacturer



IRL Lighting

Industrial and Oilfield lighting



Icon International

For more than 60 years, ICON international Inc. has delivered unique, high-quality architectural lighting solutions that enable our customers to succeed



ilight Technologies

Innovative LED illumination solutions that transform, excite, and energize corporate identities and architectural environments worldwide



Illumacorp Lighting

Commercial and residential light fixtures for hallways, landscaping, signage and any area where light is needed. Turtle-friendly options



Illumitex

Industry-leading manufacturer of precision LEDs and LED luminaries



Illuminarc Lighting

Architectural lighting solutions for interior/exterior architectural spaces. Featuring RGB, RGBW and variable white LED-fitted lights



Image Arch Lighting

Residential, Commercial and Architectural Down Lighting



Impact Architectural Lighting

Offering clean, sleek, relevant designs and competitive pricing to satisfy most specifiers' needs



Intense Lighting

Architectural, Commercial & Residential Lighting



Intrigue Lighting

Architectural Pedestrian-Scale, Exterior Lighting Fixtures



Ivalo Lighting

Linear Indirect, Pendants & Sconces



J&J Electronics, LLC

J&J manufactures Fixtures in white and color changing LED for use in cove lighting, wall washing, wall grazing and under water fountain applications.



Jefferson

Art Lighting



King - Lighting

Period Style Site Lighting



Kirlin

Surface, Recessed, Pendant all Aluminum
Downlighting, Medical Lighting



Klus Design

Low profile LED Lighting products including Tape Light



Kodak LED Lighting

LED Lamps



Kuzco Lighting

Decorative wall, ceiling, vanity, and pendant lighting



L.C. Doane

Engineering and manufacturing quality heavy-duty fixtures



LBL Lighting

Offers captivating style and exciting interpretations of decorative fixtures which enhance and define today's contemporary and modern decor in residential and commercial settings



LDPI

Lighting for Hazardous Locations, Industrial and Commercial Applications



LED in Action

LED lighting for industrial and mining operations



LG Lighting

Troffers, highbays and downlights-Zigbee enabled



LVS Controls

UL924 emergency power controls and inverters



Lamar Lighting

Fluorescent and LED lighting with integrated sensors for Lamar



Lamina

LED Light Bulbs



Lampolite

A custom lamp, lampshade, and custom fixture manufacturing company



Lektron

LED Lighting Technology



Light Efficient Design

LED Retrofit Lamps for Commercial, Industrial, and Residential



Light Tape

Thin electroluminescent lamp tape



Lightalarms

Leading Designer and Manufacturer of Emergency Lighting Systems from Exit Signs to Inverter Systems



Lighting Services Inc.

Museum Grade Theatrical Track & Light Systems

Lighting & Lowering Systems



Lightlouver

High Quality, High Performing Affordable Daylighting Systems and Solar Control Products



Lightology

Residential, Commercial, etc.

Lighting and Lowering Systems

Lighting and Lowering Devices for Pole Mount, Motorized Lowering Systems, Manual Winches for Indoor and Wall Mount Applications and Lowering Devices for Obstruction Liachts



Lightway

Energy Efficient Decorative Commercial/Residential Fluorescent Lighting



Liteline

A full spectrum of residential and commercial solutions. With 650 distinct product line, solutions for the homeowner, contractor, designer, electrician, architect and distributor



Lonestar Prestress

Concrete Poles



Louis Poulsen

European Interior & Exterior Lighting



Louvers International

lens, louvers and fixtures LED



Lum-Tech Lighting

led, fluorescent downlighting



Luma Vue

LED panels, signage



LumascapE

InGrade Fixtures



Lumecon

US Manufacturer of LED Wallpacks, Flood Lights, Canopies and Post-Top Ornamental Fixtures



LumenAlpha

Lumenalpha Downlights



LumenArea

LumenArea LumenBeam



LumenOptix

A lighting technology pioneer and manufacturer of industry leading specification grade retrofit, replacement and new construction products for the commercial and industrial markets.



LumenWerx

LED technology paired with cutting edge optics, electronics and thermal management



Lumencia

Light commercial and residential indoor and outdoor LED fluorescent and halogen, multi-family dwellings



Lumenpulse

LED Lighting Systems



Luminaire LED

Vandal Resistant Fixtures Including LED and Other Popular Lamp Solutions. Luminaire VR Fixtures Feature a Lifetime Warranty



Lumingen

Specialty, interior and exterior fixtures; industrial and commercial



Luminoso LED Lighting

Focusing on UL and ETL certified products we strive to offer our clients the highest quality LED products on the market.



Lumux Lighting

Indoor/Outdoor lighting "Euro Style"



Lunera Lighting

Leading the transformation of traditional lighting to digital LED technology



Lutron

Energy-Saving Lighting Controls and Control Systems for both Residential and Commercial Applications. Light Dimmers, Dimming Systems, Controllable Window Treatments



Lyte Poles Inc.

The ideal steel and aluminum light pole solutions for everything from commercial, residential, roadway, and sports lighting to electric charging stations, solar and ornamental designs.



MLE

Hotel Lighting



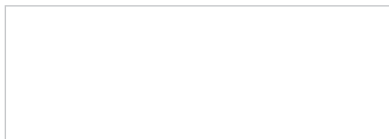
Magnaray International

Exterior Lighting Products



Manning Lighting

Products for Commercial and Institutional architectural solutions and Extensive Line of Traditional and Contemporary Lighting for Houses of Worship



Mario

Decorative and Custom Light Fixture for Commercial and Hospitality



Marlin Controls

Architectural dimming systems



Maverick

Sports, high mast, area and roadway poles and lighting fixtures



MaxLite

Commercial and Industrial LED Lighting Fixtures and Lamps



McFadden

Church and Architectural Decorative Lighting



McFadden Lighting Custom

Custom Lighting and Historical Restoration lighting Solutions



Mercury Lighting

Industrial, Commercial, Architectural and Recessed lighting



Mobern

led fluorescent industrial/commercial lighting



Modalight

Specification LED Lighting. Extensive Collection of Modern and Unique LED Fixtures



Mule Lighting

Exit and Emergency Lighting



Multi

Airport Lighting



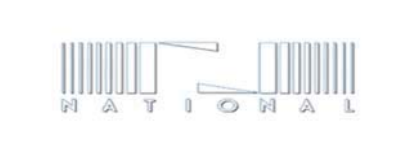
NLS Lighting

Tennis/Sports and Automotive lighting



National Cathode

Architectural cold cathode lighting



National Lighting

linear indirect, direct



Neptun Light

LED, Induction and Compact Fluorescent Products
Designed for Residential, Commercial, Outdoor and
Other Infrastructure Lighting Applications



New Star Lighting

Lighting for Demanding Applications including VR
Architectural, Cleanroom, Healthcare, High Abuse,
and Confinement Areas



NexLight

Designs and manufactures high-reliability low-
voltage lighting controls systems for the commercial
building market.



Nexus Commercial Lighting

State of the art LED products, Fiber Optic Products,
Highest Efficacy Array LED Lamps



Niland Co

decorative outdoor fixtures and poles



Nippo

Specialty LED and Fluorescent lighting



Nora Lighting

Commercial and Residential Downlighting, Track
Lighting, LED Products



Nordeon

Home-LED indoor luminaires for industry, retail and
office



North Star Lighting

Industrial and Outdoor Lighting Solutions; Tunnel and
Bridge Lighting



OCL Architectural Lighting

Architectural Decorative Pendants, Sconces, Ceiling,
Outdoor, Pedestal and Custom Lighting



Optec LED Lighting

Exterior LED products including Electronic Message
centers and full-color and grayscale video displays



Optolum

Linear LED Lighting



Orion

Lighting Retrofit Solutions with an energy savings
guarantee.



Osram

Light management systems, lighting controls, wireless
lighting controls, polaris 3D, Digital lighting systems



PG Lifelink

Manufacturer of Isolated Power Systems, typically
installed in operating rooms and other NFPA 99
defined "Wet Procedure Locations" to protect from
electric shock



PLP Composite Technologies

Fiberglass Poles



Pathway

Architectural and commercial LED downlights, cylinders, decorative high bays and emergency lighting.



Pemco Lighting Products

Ornamental Street Lighting and Poles

PERFORMANCE **in** LIGHTING

Performance in Lighting

Specializing in exterior rated lighting products, features European designed, US made fixtures that convey a clean, contemporary aesthetic with aggressive price points, fast lead times



Phillips Strand Lighting

Wide Range of Luminaires, Dimming Equipment, Control Systems and Software for Theatre, Television, Film and Architectural Applications



Phoenix Lighting

Commercial, Industrial, Marine, Docklight, LED, Floodlight, Area, Linear, Hazardous, Explosion proof



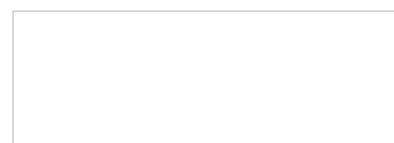
PoleLED

flag pole lighting



PowerSecure

PowerSecureLighting (a division of PowerSecure International) Recessed, recessed multiples, LED track fixtures and LED lamps.



Precision Architectural Lighting

A premier manufacturer of high-quality linear fluorescent lighting fixtures



Primelite

Commercial lighting solutions, including RLM shades, globes, wall brackets, bollards, patio, deck and garden



Primus Lighting

Small profile fixtures for accent and sting lights



Pro Sports Lighting

State-of-the-art lighting systems for sporting fields of all shapes and sizes



Prolite LED Lighting

Budget minded indoor and outdoor LED fixtures



Prudential Lighting

Specification Grade Fluorescent Direct & Indirect



Quattro

Develop, manufacture and sell architectural and functional luminaires to cites, municipalities and real estate developers throughout North America



RP Lighting - Fans

Ceiling fans (designer and contractor styles), recessed lighting, track lighting, exit signs and emergency lighting, ground fault circuit interrupters, fluorescent lighting, and under-cabinet lighting



Regency Fans

Complete Line of Ceiling Fans



Roberts Step-Lite Systems

Interior and Exterior Step Lighting



SNOC

Canada's leading manufacturer of cast aluminum residential outdoor luminaires



Sea Gull Lighting

Decorative and functional lighting, Ceiling Fans



Rambusch Lighting

Lighting for Churches and Large Spaces



Reggianiusa

European Style - efficiency, effectiveness, beauty, product longevity, and the ability to create a bond with architectural spaces.



Ryther Purdy

Decorative Wood Poles



SPI

Performance Lighting Systems - Decorative Indirect Lighting; Pendants, Bowls, Sconces



Selux

Architectural Interior & Exterior lighting



Rayon Lighting Group

Energy efficient lighting fixtures to meet everyday demands in commercial, industrial and residential markets.



Remphos

Environmentally friendly, efficient LED lighting



SELF Electronics

A leader in innovation, design, and production for refrigerated display, shelving and general lighting for retail environment: super markets, grocery stores, convenient stores and drug stores, etc.



Schmitz

member of the Nordeon Group



Sengled USA

Integrates consumer electronics with energy-saving LED lighting, creating products that reduce clutter and expand smart home capabilities to every room



Sentry Electric

Outdoor luminaires, cast iron & cast aluminum poles, pier mount bases, cast iron & cast aluminum bollard, brackets & cross arms



Simkar

Fluorescent, Exit and Emergency, HID, Induction, LED, and Vandal Resistant Lighting for Commercial, Industrial and Residential



SloanLED

Leader in the development and application of LEDs, serving many commercial, industrial and high-tech industries



Snowball

Industrial, Commercial and Decorative energy saving LED fixtures



Solavanti Lighting

Contemporary Lighting Products



Sollos

Versatile line of outdoor fixtures



SpecGrade LED

High performance exterior LED floods, spots, ballfield. White and RGB. High performance LED Highbays



Specialty LED

Commercial and Decorative LED Indoor and Outdoor Products Including Flexible and Rigid Border Tubes, Rope and Ribbon Lighting, Light Boxes and Channel Letter Modules



Specialty Lighting Industries

Architectural Downlights and Linear products



Starfire

Architectural Lighting Products for commercial and residential applications including cove, linear and downlights



Sternberg Lighting

Traditional Vintage Street Lamps and Poles



Stile

Linear Lighting Solutions



StressCrete - Lighting

Spun Concrete Poles and Bollards



Structura

Modern Light Poles, Bollards and Urban Furniture



Sun Valley Lighting

Decorative Exterior Lighting



Sunbelt Transformer

Sunbelt offers a complete line of transformers, components, switchgear and power products



Sunset Designs

Custom Lighting



Tanko Lighting

Induction Technologies for Outdoor Lighting and Street Lighting Applications



Targetti

Specification Grade Downlighting, Specialty Lighting



Tech Lighting

Low Voltage Monorail & Cable Lighting Systems, Pendants and Wall Sconces



Teddico - Lighting

Electrical fittings, weatherproof products and exterior lighting products



Teka Illumination

Roadway & Area Luminaires, Low Voltage Landscape



Teron Lighting

Value-Engineered Alternative Solutions to High-end Specification Commercial Lighting



Texas Lightsmith

Custom commercial and residential lighting



Thorn Lighting

Architectural Interior & Exterior fixtures



Tiella

Decorative Low Voltage Track Systems



Times Square Lighting

High-end Track Systems, Framing Projectors, Theatrical Pin-Spots, Theatrical Lighting, Mirrored Balls, & Motorized Lighting



Tivoli

Architectural LED Lighting Innovations, Tube, Cove, Strand, Panel Lighting



Trace* Lite

Indoor and Outdoor Lighting Products with LED, Induction, Fluorescent and HID Lamps



Truly Green Solutions

Commercial and Industrial LED Lighting Solutions, including HID retrofit lamps, tubes, high bay, high mast, flood light, and panel fixtures



US Architectural

Decorative Exterior Lighting



US Lanterns Lighting

Handcrafted Lantern Lighting



USAI Lighting

Sophisticated Architectural Lighting Fixtures including LED, Compact Fluorescent, Metal Halide and Low Voltage Halogen



Utility Metals

Outdoor Lighting Products



Valmont Structures

Engineered infrastructure for the lighting, transportation and wireless communications industries worldwide



Venture Lighting

Pulse Start Metal Halide Lamp and Ballast Systems



Vibia

Architectural Floor, Table, Pendants, Ceiling, Wall, Bath and Outdoor Fixtures



Visco

Traffic signal poles and cast iron street and campus lighting



Vista Pro

Architectural and landscape lighting



Vive by Lutron

Simple and scalable lighting control, a revolutionary, modular wireless lighting control solution for new and existing commercial building



Wila

Member of the Nordeon Group



Williams Inc.

Complete Line of LED Solutions for Indoor and Outdoor Applications



Wilmette Lighting

Monorail, Freejack, Ceiling/Suspension and Wall fixtures with an authentic period lighting look



XAL Lighting

Luminaires and lighting systems for retail, office, hotel and residential spaces



XtraLight

Energy-Efficient Lighting Solutions including LED, High Bay, Channel/Strip, Surface Mount, Wraps, Recessed, Speciality, Emergency Exits



echoflex

Innovative design and the manufacturer of wireless controls for lighting, temperature and process applications



id metalco

Street furniture for luxury cities