

VENDOR AGREEMENT INSTRUCTIONS

If you have not taken exception or deviation to the agreement language in the solicitation attributes, please insert your company name on the first page below. This PDF document is a fillable form. Download the document to your computer, fill in your company name at the top of page 1, save the file, and upload to the AGREEMENT section of the "Response Attachments" tab. Next, download the AGREEMENT SIGNATURE FORM from the "Attachment" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload to the AGREEMENT SIGNATURE FORM section of the "Response Attachments" tab.

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

VENDOR AGREEMENT

Between Building Controls and Services, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RFQ 170103 Energy Savings Performance Contracts

General Information

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

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

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

Definitions

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

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

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

Customer Support

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

Agreements

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

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

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

Tax exempt status

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

Assignments of Agreements

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

Disclosures

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

Renewal of Agreements

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

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

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

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

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

Payments

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

Pricing

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

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

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

Participation Fees

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

Indemnity

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

whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

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

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

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

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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.

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or Agreement deficiency

TIPS may terminate any Agreement if TIPS Members have not used the Agreement, or if purchase volume is determined to be “low volume” in any 12-month period. TIPS reserves the right to cancel the whole or any part of this Agreement due to failure by awarded vendor to carry out any obligation, term or condition of the Agreement. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the Agreement;
- Providing work and/or material that was not awarded under the Agreement;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the Agreement and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the Agreement; and/or
- Performing work or providing services under the Agreement prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in Agreement cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this Agreement shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO “Agreement Number”. Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Agreement

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

Invoices

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

Marketing

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

Supplemental agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor’s pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

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

Incorporation of Solicitation

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

Special Terms and Conditions

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

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

Term of Agreement is one year with renewal options for up to four additional years as provided in the solicitation.

Agreement Signature Form

Company Name Building Controls and Services, Inc.

Address 1730 E. Douglas

City Wichita State KS Zip 67214

Phone 316.267.5814 Fax 316.267.2988

Email of Authorized Representative dmosby@bcsp performancesolutions.com

Name of Authorized Representative Dave Mosby

Title Director Business Development

Signature of Authorized Representative *Dave L Mosby*

Date 2.6.17

TIPS Authorized Representative Name Meredith Barton

Title TIPS General Manager

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts* Executive Director Region 8 ESC

Date March 23, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell	Address	Region VIII Education Service Center	Address
Email	rick.powell@tips-usa.com		4845 US Highway 271 North	Contact
Phone	(903) 575-2689		Pittsburg, TX 75686	
Fax		Contact	Kim Thompson, TIPS Office Manager	Department Building
Bid Number	170103 Addendum 3			
Title	Energy Savings Performance Contracts	Department Building		Floor/Room Telephone Fax Email
Bid Type	RFQ			
Issue Date	1/5/2017 01:36 PM (CT)			
Close Date	2/24/2017 03:00:00 PM (CT)			
		Floor/Room Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	BCS Performance Solutions (Building Controls and Services, Inc.)
Address	1730 E Douglas Ave Wichita, KS 67214
Contact	
Department	
Building	
Floor/Room	
Telephone	(816) 267-5814
Fax	
Email	
Submitted	2/24/2017 12:59:58 PM (CT)
Total	\$0.00

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

Signature Katelyn Calderwood

Email kcalderwood@bldgcontrols.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	BCS Performance Solutions focuses on creating and delivering performance-based comprehensive facility improvement projects. Our asset and facilities optimization program provides our clients with both short- and long-term financial benefits – and always puts the business first.
6	Primary Contact Name	Primary Contact Name	Chadd Currier
7	Primary Contact Title	Primary Contact Title	Director of Performance Solutions
8	Primary Contact Email	Primary Contact Email	ccurrier@ps-bcs.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3163035890
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3163035890
12	Secondary Contact Name	Secondary Contact Name	Dave Mosby
13	Secondary Contact Title	Secondary Contact Title	Business Development
14	Secondary Contact Email	Secondary Contact Email	dmosby@ps-bcs.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3166339120
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3166339120
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Chadd Currier

19	Admin Fee Contact Email	Admin Fee Contact Email	ccurrier@ps-bcs.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3163035890
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Chadd Currier
22	Purchase Order Contact Email	Purchase Order Contact Email	ccurrier@ps-bcs.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3163035890
24	Company Website	Company Website (Format - www.company.com)	www.bcsperformancesolutions.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	48-1000249
26	Primary Address	Primary Address	1730 E. Douglas
27	Primary Address City	Primary Address City	Wichita
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	KS
29	Primary Address Zip	Primary Address Zip	67214

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.)

Performance Contracting, Facility Management, Facility Optimization, Building Intelligence, Energy utilization analysis, Energy audit, facility management systems, facility budget , facility budget management, budget management, green design, energy efficient building, green building, energy efficient hvac, preventative maintenance, component repair and replacement, facility management training, energy management training, building automation training, technical support, building support, customer training, monitoring, controlling, scheduling, facility components, automation systems, building energy, building savings, energy savings, building energy savings, building maintenance, hvac repair, mechanical building repair, building efficiency, cost efficient, cost savings, recommissioning, retrocommissioning, building improvements, BCS PS, Performance solutions, BCS Performance Solutions, building solutions, facility optimization strategy, facility budget, asset optimization strategy, facility condition assessment, break-fix cycle, client-focused, asset management, optimization programs, energy savings, energy programs, program focused, financial plan, budget predictability, root cause assessment, building assessment, long term building management, comprehensive building solution, total building solution, holistic building solution, real-time reporting, building training and education, economical, long-term solution, asset portfolio, energy planning, capital energy planning, operational savings, system improvements, hvac experts, energy efficiency experts, building experts, budget savings, capital planning, project development, energy programs, structured financing, money savings, deferred maintenance, building intelligence, energy waste and consumption, prioritized, building plan, ongoing maintenance, reduce existing costs, reduce budget spikes, predictable operations management, advance data platforms, open-protocol, advanced building technologies, low-cost operations strategies, no-cost operations strategies, low-cost strategies, no-cost strategies, data-driven decisions, facility systems, gap analysis,

			building platform, decision-making data, cost-saving opportunities, building data, return on investment, mechanical systems, system efficiency, commercial building, savings
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Wichita
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Kansas
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)	(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	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	30
44	Years Experience	Company years experience in this category?	20
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	The nature of a performance contract is that pricing and scope of work will be determined based on the client's need. Unit pricing only applies to specific equipment that may or may not be provided in conjunction with the program.

47	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <ol style="list-style-type: none"> 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. 	(No Response Required)
48	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	<p>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</p> <p>You may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>Do you have any conflicts under this statutory requirement?</p>	No
49	Filing of Form CIQ	<p>If yes (above), have you filed a form CIQ as directed here?</p>	
50	Regulatory Standing	<p>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.</p>	Yes
51	Regulatory Standing	<p>Regulatory Standing explanation of no answer.</p>	
52	Antitrust Certification Statements (Tex. Government Code § 2155.005)	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that:</p> <ol style="list-style-type: none"> (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. 	(No Response Required)

Instructions for Certification:

(No Response Required)

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

including suspension and / or debarment.

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

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

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

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

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

56 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 is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

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

57 2 CFR PART 200 (A) Contracts

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

Yes

58 2 CFR PART 200 (B) Termination

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

Yes

59	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
60	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

- | | | | |
|----|---|--|-----|
| 62 | 2 CFR PART 200 Federal Rule (12) | <p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p> | Yes |
| 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

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

Yes

65 Remedies

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

Yes, I Agree

66 Remedies Explanation of No Answer

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

Do you agree to these terms?

72 Infringement(s) Explanation of No Answer

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

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

Yes

77 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

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

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

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

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

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 If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 81 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 82 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and the TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00



HUB SUBCONTRACTING

BCS Performance Solutions will comply with any members needs. BCS acknowledges that subcontracting opportunities are probable under this contract. We will make a Good Faith Effort to notify Texas certified HUBs, trade organizations and development centers of the subcontracting work we have available as opportunities arise. Work will be rewarded to HUB Subcontractors based on the best suited subcontractor application to fulfill the requirements of the project.

Please find the Subcontractor Qualification Form using this digital folder link:
<https://bcs4.box.com/v/SubcontractorQualificationForm>

Subcontracting Plan

Each person who works for and with BCS is important. Our success with customers, and consequently the overall success of the business, depends on the individual using his or her personal skills, energies and contributions.

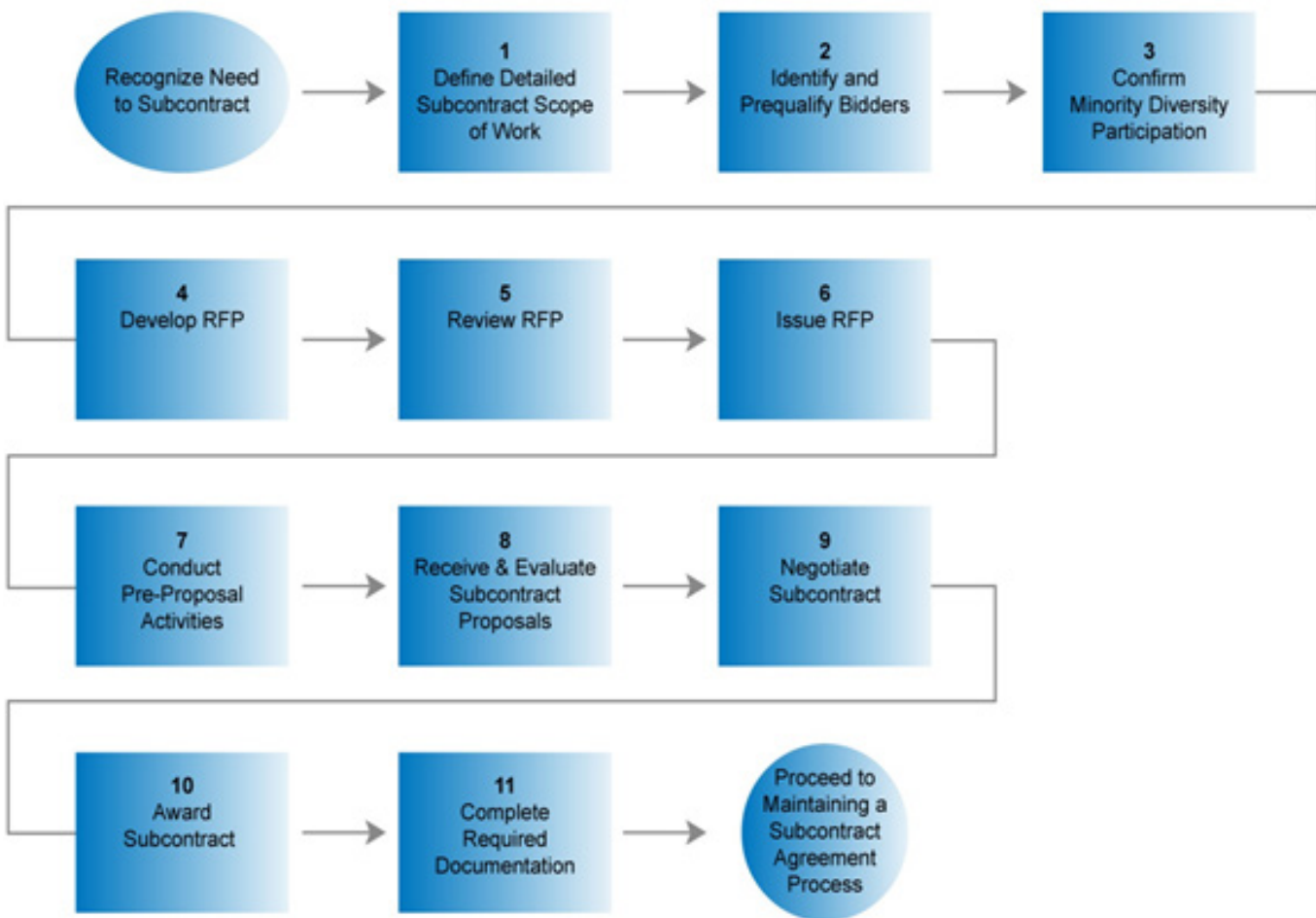
Because we are united in achieving success, we are concerned and supportive of each other. BCS strives to provide a safe and healthful workplace by subscribing to these principles:

- Incidents can be prevented through implementation of effective safety and health control policies and processes.
- Safety and health controls are major parts of our daily life.
- Incident prevention is good business. It increases productivity and minimizes human suffering.
- Management is responsible for providing a reasonable and safe workplace for employees.
- Employees are responsible for following safe work practices, BCS and customer rules and for preventing incidents.
- Management must monitor BCS safety performance, work environment and conditions to ensure that safety objectives are achieved.
- Our safety process requires the participation of all employees to improve safety awareness and to prevent injuries.

Selection and management of subcontractors is one of BCS' best practices. Effective subcontractor management begins with screening and selection through a competitive bid process, while maximizing usage of diversity suppliers. We select the supplier that can provide the best value for our client in terms of quality, cost, and responsiveness. We select the subcontractor that can best fulfill the customer's needs. If the subcontractor for the job is a small or disadvantaged business, BCS is committed to working together, side-by-side, to fulfill the requirements of the job.

This approach gives us the flexibility to reach subcontractor agreements that provide the greatest benefit to each specific client and site. Recognizing that each customer has a specific company culture, we seek vendors that will complement and align with the customer to ensure the greatest working relationship. The following graphic depicts our subcontractor selection process.





When we do choose to subcontract services, we follow a defined procurement process, as shown in the above figure. We evaluate our suppliers for financial capability, demonstrated technical excellence, past performance, qualifications of personnel (when relevant), ability to meet specifications, and realism of their cost. Our process for screening potential suppliers includes reference checks, financial status, and a site visit to a comparable project/account where appropriate.

We select the supplier that can provide the best value for our clients in terms of quality, cost, and responsiveness. We then negotiate a contract with the terms and conditions that provide the best mechanism for managing the provision of services or materials while being fair to the interests of all parties. We establish performance-based contracts with vendors to ensure quality service. Our vendor management plans enable us to track and control costs and performance as closely as if we were doing the work ourselves. Most importantly, we retain full accountability for all work our subcontractors perform.

In terms of subcontractor payment, BCS's accounting system pays the subcontracting invoice once the owner has paid for the job. At any point in the project process, when our customers paid, the subcontracting payments are also released.



(Company Letterhead of the Material Supplier/Vendor or Subcontractor)

Partial Lien

Date:

Building Controls and Services, Inc.
1730 E. Douglas
Wichita, Kansas 67214

This is to certify that we have been paid in full for the materials and/or labor furnished by us to _____

For the use on the Job title _____

And the (BCS job number) is _____

Paid thru the date of _____

This material consisted of _____

State of: _____

County of: _____

Company Name Printed

Name Printed

Subscribed and sworn to before me

This ____ day of _____

By: _____

My Commission expires _____

Signature

Officer of the Company & Title





(Company Letterhead of Material Supplier or Subcontractor)

FINAL RELEASE

Date:

Building Controls and Services, Inc.
1730 E. Douglas
Wichita, KS 67214

This is to certify that we have been paid in full for the materials and/or labor furnished by us to _____

For the use on the Job title _____

And the (BCS job number) is _____

This material consisted of _____

State of: _____

Company Name Printed

County of: _____

Name Printed

Subscribed and sworn to before me

This ____ day of _____

Signature

By: _____

Officer of the Company & Title

My Commission expires _____





Code of conduct for subcontractors and suppliers

1.0 General Conditions Code of Conduct

We expect from our subcontractors and suppliers that they comply with the applicable national laws and legislation and abide by the values and principles described in this Code of Conduct. In addition, we expect that the values and principles of this Code are also declared applicable for companies in the supply chain that deliver goods and services to our subcontractors and suppliers. Furthermore, subcontractors and suppliers that enter the construction site of owner are required to comply with the applicable rules and regulations in relation to quality, safety, health, labor and the environment. These rules and regulations shall be made available.

2.0 Regulations Code of Conduct

2.1 Professionalism

We expect our subcontractors and suppliers to always fully operate in compliance with the relevant laws and regulations. Subcontractors and suppliers are expected to deliver high quality services and products and are expected to keep a record of transactions in accordance with applicable procedures and handle information carefully. Subcontractors and suppliers are deemed to respect and be committed to the principles and values of BCS and to refrain from conduct and actions that may undermine BCS' reputation.

2.2 Safety

Subcontractors and suppliers are required to comply with the applicable safety rules and regulations. We expect that they remain aware for our and their own safety, as well as that of others. Subcontractors and suppliers are expected to do their utmost to report unsafe situations and immediately solve them.

2.3 Sustainability

BCS expects its subcontractors and suppliers to contribute to environmentally acceptable and energy saving solutions which we are able to offer to our clients and principals and are able to use in our company operations. We expect our subcontractors and suppliers to stimulate entrepreneurship as well as innovation and sustainable solutions. Subcontractors and suppliers are expected to know and undertake their responsibility with regard to the environment and surroundings.

2.4 Teamwork

The basis for teamwork is to approach each other in a mutually open and unprejudiced way. Subcontractors and suppliers are expected to seek and use each other's advice and qualities, and successfully co-operate with all parties within the supply chain.

2.5 Transparency

Subcontractors and suppliers are expected to have be open and accessible and to communicate in a transparent and clear manner. Commercial transactions, considerations and processes within the supply chain are to be clear and comprehensible.

2.6 Integrity

We expect our subcontractors and suppliers to separate personal interests from business/professional interests and to avoid any appearance of conflict of interest. Presents and gifts from and to internal parties as well as from and to external parties, shall never affect the process of decision making. Subcontractors and suppliers are to handle their business at all times with a clear conscience. Abuse of position shall in no case be acceptable.



2.7 Respect

Subcontractors and suppliers are required to create a pleasant working environment in which everyone feels comfortable and is approached free of prejudice and in a respectable manner. In this working environment, everyone needs to be accepted as they are.

2.8 Discrimination

Under no circumstances shall a subcontractor or supplier discriminate or act in a discriminating manner in the process of employing or hiring personnel, equipment and services, including the awarding of compensation, access to education and training, termination of agreements and retirement.

3.0 Specific Regulations

3.1 Conditions of Employment

We expect our subcontractors and suppliers to at least comply with all (local) laws and regulations concerning (monetary) remuneration and working hours including the legal requirements with regard to minimum wages, overtime wages, sick leave, unit rates and other rulings of compensation.

3.2 Working Hours

In general subcontractors and suppliers are to at least comply with the local employment regulations whereby employees shall not work more than 60 hours a week. Employees and workers shall be entitled to have at least 1 day off in a period of 7 calendar days. In case of special employment agreements wherein extended working hours with realistic financial compensation have been stated and in which the agreement is in accordance with national and international laws and legislation, the subcontractor and/or supplier may deviate from the working hours stated in the first paragraph under this clause. However, over a period of 12 weeks an employee or worker shall not be required to work more than 60 hours per week on average.

3.3 Freedom to join Workers Associations, Organizations and Unions

Subcontractors and suppliers shall not restrain workers and employees from joining any form of organizations, unions and workers associations that collectively promote the rights of employees and workers in an honest and fair manner.

3.4 Intimidation and Disciplinary measures

Subcontractors and suppliers shall under no circumstances, use, allow or promote any form of corporal punishment, and/or any other form of psychological and physical abuse, punishment of suppression or sexual intimidation.

3.5 Child Labor

Based on fundamental ethical values the use of child labor is not tolerated. We expect our subcontractors and suppliers to ensure that no children under the age of 15 are employed in any way. Moreover, the companies should take into consideration local schooling and educational obligations.

If a subcontractor or supplier should establish child labor in the supply chain, then the subcontractor or supplier should take all the necessary and responsible measures to improve the child's personal situation and health including securing the schooling of the child. It is the responsibility of subcontractors and suppliers to report child labor to a certified Aid Organization, and the Local Authorities.



3.6 Forced Labor

Subcontractors and suppliers shall under no circumstances permit the use of forced labor and/or involuntary prison labor on its own sites and premises or in any supply chain.

3.7 Corruption and Bribery

Within the framework of the Integrity paragraph, subcontractors and suppliers shall not, directly nor indirectly, engage into any practices of corruption, including extortion, fraud and/ or bribery. Subcontractors and suppliers shall comply with all applicable anti-corruption and anti-bribery laws, rules and regulations. Subcontractors and suppliers indemnify for any breach of such anti-bribery rules and regulations.

Subcontractors and suppliers shall make no expenditures other than for lawful purposes. Subcontractors and suppliers shall make no payments, gifts or promises to public officials or principals and representatives of the principal to obtain retain business or projects or to obtain other improper advantage. Subcontractors and suppliers shall keep clear and transparent records of all expenditure and of hours spent in the execution of the project. Such records are to be available for regular monitoring by BN. In addition, subcontractors and supplier are expected to rule out any of these practices within their supply chain.

3.8 Environment

We expect that the subcontractors and suppliers meet all relevant local environmental regulations, as well as the environmental requirements stated in the purchase order agreements or contracts, and strive to restrict and even prevent damage to the environment and surroundings at all time.





Follow up letter to the Code of Conduct:

Trade Partner,

As a follow up to the previous letter regarding the Code of Conduct sent ___(date sent)_____, all trade partners must submit a letter on company letterhead with all current employees working on site, including the confirmation they are NOT registered sex offenders. Please email this to dmosby@bcsp performancesolutions.com.

This letter must be received no later than due date_____.

Please contact Todd Dickey, 316.680.2635 with inquiries.

Sincerely,
Building Controls and Services, Inc.
Todd Dickey
Project Manager





MATERIAL AND EQUIPMENT CONTRACT AGREEMENT

made this day of _____ in the year _____

BETWEEN the Contractor: Name and address

and the Supplier: Name and address

Project: Project name

The Work of the Supplier applies to the following Discrete Projects:

List projects

Owner: Owner name and address

Architect: Architect name and address

The Contractor and Supplier agree as set forth below.

Subcontractor Signature: _____ Date: _____





ARTICLE I The Contract Documents for this Contract consist of this Agreement and any Exhibits attached hereto, the Agreement between the Owner and Contractor dated date signed, the Conditions of the Contract between the Owner and Contractor (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of the Agreement between the Owner and Contractor, and all Modifications issued subsequent thereto.

All of the above documents are a part of this Contract and shall be available for inspection by the Supplier upon request. The Contract Drawings and Specifications and any addenda and Modifications issued prior to the execution of this Contract and applicable to it are enumerated in Exhibit A, attached.

ARTICLE II The Supplier shall furnish and deliver to the project:
See Exhibit B.

ARTICLE III The Contractor shall pay the Supplier for the performance of the Work, subject to additions and deductions by Change Order, the Contract Sum set forth in Exhibit B plus applicable taxes except those taxes exempted pursuant to Exhibit C.

Unless authorization is given in writing by the Contractor for a change in the work, a request for payment for such change in work will not be honored.

ARTICLE IV The Contractor shall pay the Supplier monthly progress payments. Pay estimates are to be submitted in accordance with Contract Documents. Applications for monthly progress payments shall be in writing, shall state the Work in this Contract that has been satisfactorily completed and shall be submitted to the Contractor on or before the twentieth (20th) day of each month.

The Contractor shall pay the Supplier each progress payment and the final payment under this Sub-contract within five (5) working days after he receives payment from the Owner. The amount of each progress payment to the Supplier shall be equal to the amount allowed for materials and/or equipment suitably stored by the Supplier less the aggregate of previous payments to the Supplier and less the percentage retained as provided in the Contract Documents.

ARTICLE V Before issuance of any payment the Supplier, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Supplier's Work have been satisfied.

ARTICLE VI The Supplier warrants that all materials and/or equipment furnished by him to the Project shall be new unless otherwise specified, and that all Work under this Contract shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All materials and/or equipment not conforming to these standards may be considered defective. Such warranty shall survive delivery and shall not be deemed waived either by reason of Contractor's acceptance of such materials or articles or by payment for them. Such warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents.

Subcontractor Signature: _____ Date: _____





ARTICLE VII Should the Supplier at anytime refuse or neglect to supply a sufficiency of material and/or equipment of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, the Contractor shall be at liberty, after three (3) days written notice to the Supplier, to provide any such materials, and to deduct the cost thereof from any money then due or thereafter to become due to the Supplier under this Contract; and if the Contractor shall deem that such refusal, neglect or failure is sufficient grounds for such action, the Contractor shall also be at liberty to terminate the employment of the Supplier and to complete the performance of this Contract; and in case of such discontinuance the Supplier shall not be entitled to receive any further payment under this Contract until the said Work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Contract shall exceed the expense incurred by the Contractor, completing the Contract, such excess shall be paid by the Contractor to the Supplier; but if such expense shall exceed such unpaid balance, the Supplier shall pay the difference to the Contractor. The expense incurred by the Contractor as therein provided shall include furnishing materials and any expense or other damages incurred through such default.

The Supplier shall carry on his work so as not to delay the Contractor or its Subcontractors in any way, nor delay the completion and acceptance of the Project.

Damages for delay shall be assessed against the Supplier only to the extent caused by the Supplier or any person or entity for whose acts the Supplier may be liable, and in no case for delays or causes arising outside the scope of this Agreement. To the extent the Contractor is assessed liquidated or suffers other damages or costs as a result of Supplier’s performance or non-performance of the Work of this Subcontract, Contractor shall be entitled to assess such damages against the Supplier.

ARTICLE VIII SUPPLIER'S RESPONSIBILITIES

The Supplier shall be bound to the Contractor by the terms of this Agreement and of the Contract Documents between the Owner and Contractor and shall assume toward the Contractor all the obligations and responsibilities which the Contractor, by those Documents, assumes toward the Owner, including, but not limited to, obligations of indemnity, and shall have the benefit of all rights, remedies and redress against the Contractor which the Contractor, by those Documents, has against the Owner, insofar as applicable to this Supplier.

The Supplier shall pay for all materials, equipment and labor used in, or in connection with, the performance of this Contract and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

The Supplier shall make all claims promptly to the Contractor for additional work, extensions of time, and damage for delays or otherwise, in accordance with the Contract Documents, and in any event, at least two days prior to the date that the Contractor is required to submit a claim to Owner. To the extent Contractor receives additional costs or damages for delay with respect to delays as set forth in the Prime Contract, Contractor agrees to pay such compensation (or Supplier's prorate share of such compensation) to Supplier after deduction of Contractor’s portion thereof.

Subcontractor Signature: _____ Date: _____





The Supplier shall promptly submit shop drawings and samples as required to perform his work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Work of the Contractor, Subcontractors or other Suppliers. The Supplier agrees to comply with the provisions of Executive Order 11246, as amended by order 11357, and Title VII of the 1964 Civil Rights Act.

The risk of loss for materials and equipment provided by Supplier, whether in a deliverable state or otherwise, shall remain with the Supplier until delivered to the job site and actually received by the Contractor, and any damages to the material and equipment or loss of any kind occasioned in transit shall be borne by the Supplier, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs. Unless otherwise provided, all materials shipped to the job site in performance of this Contract shall be shipped prepaid. Failure to so ship and resultant claims by carriers against the Contractor for said shipping costs shall result in payment by Contractor for said charges and set-off against the Contract amount.

If at any time there shall be evidence of any invoice, bill, lien or claim (hereafter "claim") in respect to this Contract for which, if not paid by the Supplier, the Contractor or the Owner of the Project premises might become liable, the Contractor shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify against such claim. If, within 30 days, the Supplier has failed to resolve the claim for payment, or failed to provide a Bond to protect the Owner and Contractor against such claim, the Contractor shall have the right to make payment on such claim out of funds of the Supplier. If no such funds are available, the Supplier shall refund to the Contractor all monies that the latter has in good faith paid in discharging any such claim. The Contractor may, at its option, terminate this Contract upon the filing by the Supplier, or the filing against Supplier, in any court pursuant to any statute of the United States or any state, of a petition in bankruptcy or insolvency, or for reorganization, or for appointment of a receiver of a trustee of all or a portion of Supplier's property or upon assignment by the Supplier of the work or funds due under or through this Contract.

ARTICLE IX CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be bound to the Supplier by the terms of this Agreement and of the Contract Documents between the Owner and the Contractor and shall assume toward the Supplier all the obligations and responsibilities that the Owner, by those Documents, assumes toward the Contractor, and shall have the benefit of all rights, remedies and redress against the Supplier, including, but not limited to, rights of indemnity, which the Owner, by those Documents, has against the Contractor, insofar as applicable to this Contract, provided that where any provision of the Contract Documents between the Owner and the Contractor is inconsistent with any provision in this Agreement, the Agreement shall govern.

The Contractor shall promptly notify the Supplier of all modifications to the Contract between the Owner and the Contractor which affect this Contract and which were issued or entered into subsequent to the execution of this Contract.

The Contractor shall permit the Supplier to be present and to submit evidence in any proceeding involving his rights.

Subcontractor Signature: _____ Date: _____





ARTICLE X All claims, disputes and other matters in questions arising out of, or relating to, this Contract, or the breach thereof, shall be decided in the same manner and under the same procedure as provided in the Contract Documents with respect to disputes between the Owner and the Contractor.

This Article shall not be deemed a limitation on any rights or remedies which the Supplier may have under any Federal or State mechanics' lien laws or under any applicable labor and material payment bonds unless such rights or remedies are expressly waived by him.

ARTICLE XI The Supplier shall not assign this Contract without the written consent of the Contractor, nor subcontract of the whole of this Contract without the written consent of the Contractor, nor further subcontract portions of this Contract without written notification to the Contractor. The Supplier shall not assign any amounts due or to become due under this Contract without the written approval of the Contractor.

ARTICLE XII The Supplier will maintain all insurance required by the Contract Documents.

ARTICLE XIII For this Project, Supplier agrees to use Contractor's electronic delivery and signature process facilitated by a third-party administrator. The parties acknowledge and agree that such digital/electronic signatures shall have the same legal effect as a written signature. Supplier shall be solely responsible for ensuring that an authorized representative of Supplier signs the Contract and other documents utilizing Contractor's electronic signature process. Supplier agrees not to contest the validity or enforceability of any signature provided through Contractor's electronic signature process. Supplier also agrees to the electronic delivery of the fully executed Contract and other documents in a .pdf format via email. Either party may copy this completed Contract and other documents for electronic storage in a non-editable format. Contractor and Supplier each agree that following the electronic storage of these documents, any hard copy printout of the electronically stored information will constitute an original document.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Subcontractor Signature: _____ Date: _____





This Agreement executed the day and year first written above.

CONTRACTOR: Name

SUPPLIER: Name

BY: _____

BY: _____

Title: _____

Title: _____

Subcontractor Signature: _____ Date: _____





EXHIBIT A
Owner Name
Project Type
Building Controls and Services, Job Number
CONTRACT DOCUMENTS

1. This Material and Equipment Contract between Contractor and Supplier and all exhibits to this Contract.
2. The Prime Contract between Owner and Contractor dated date signed.
3. AIA A201-2007 General Conditions of the Contract for Construction, as modified, and included in the Project Manual.
4. Package Drawings, Project Manual, and Addenda as follows:
 - a. Project Manual dated _____, including specifications sections, prepared by _____
 - b. Drawings prepared by _____, as follows:

Drawing	Description	Date

END OF EXHIBIT A

Subcontractor Signature: _____ Date: _____





EXHIBIT B
Owner Name
Project Type
Building Controls and Services, Job Number
Subcontractor name and address

CONTRACT SUM

The Contract Sum for this M&E Contract shall be: \$ _____

Total written out

The Unit Prices for this Supplier, if any, are:

The Alternates for this Supplier, if any, are:

SCOPE OF WORK

The Supplier shall furnish the following material and equipment:

The work specifically includes, but is not limited to:

The following work is excluded:

END OF EXHIBIT

Subcontractor Signature: _____ Date: _____





**EXHIBIT C
OWNER'S TAX EXEMPTION**

KANSAS TAX EXEMPT

Materials purchased for incorporation in this Project are exempt from certain taxes pursuant to the Exemption letter issued by the State of Kansas for this Project, attached hereto, and applicable Kansas Statutes. The Owner has obtained from the state an exemption certificate for the Project involved, and Supplier may purchase materials for incorporation in such Project. The Supplier shall furnish the number of such certificate to all suppliers from whom such purchases are made, and such suppliers shall execute invoices covering the same bearing the number of such certificate. Upon completion of the Project the Supplier shall furnish to the Contractor a sworn statement, on a form to be provided by the director of taxation, that all purchases so made were entitled to exemption. All invoices shall be held by the Supplier for a period of five years and shall be subject to audit by the director of taxation. Failure to use the granted tax exemption properly can result in civil and criminal penalties. Supplier hereby agrees to indemnify Owner and Contractor for any loss, damage, cost or penalty assessed against them by the State of Kansas arising from Supplier's improper implementation of the tax exemption granted to this Project.

END OF EXHIBIT C

Subcontractor Signature: _____ Date: _____



STATE OF ARKANSAS



Mark Martin

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Application for Certificate of Authority

of

BUILDING CONTROLS AND SERVICES, INC.

filed in this office June 22, 2016 to be a Foreign For Profit Corporation formed under the laws of the State of KANSAS in the Country of United States.

I further certify that said Foreign For Profit Corporation, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 22nd day of June, 2016.



Mark Martin

Arkansas Secretary of State

Verify that all of your Illinois Business Authorization information is correct.

✓ **If not**, contact us immediately.

✓ **If yes**, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard** - your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

Scissors icons at the corners of the dotted border.

Illinois Business Authorization

BUILDING CONTROLS AND SERVICES, INC.

1730 E DOUGLAS AVE
WICHITA KS 67214-4212

Expiration Date:
1/1/2022

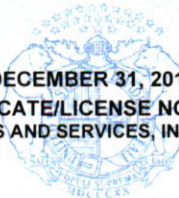
Certificate of Registration

Use Taxes (4230-2897)


Director
DEPARTMENT OF REVENUE
Issued Date: 01/01/2017

State of Missouri

Division of Professional Registration
Professional Engineering Corporation



VALID THROUGH DECEMBER 31, 2018
ORIGINAL CERTIFICATE/LICENSE NO. 2014034945
BUILDING CONTROLS AND SERVICES, INC.
1730 EAST DOUGLAS
WICHITA KS 67214
USA

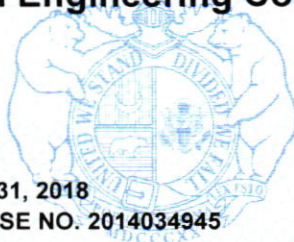
BUILDING CONTROLS AND SERVICES, INC.
1730 EAST DOUGLAS
WICHITA KS 67214
USA

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration

Board for Architects, Engineers, Land Surveyors & Landscape Architects

Professional Engineering Corporation



VALID THROUGH DECEMBER 31, 2018
ORIGINAL CERTIFICATE/LICENSE NO. 2014034945

BUILDING CONTROLS AND SERVICES, INC.
1730 EAST DOUGLAS
WICHITA KS 67214
USA

Judy Kempton
EXECUTIVE DIRECTOR

Kathleen Ann Dennis
DIVISION DIRECTOR

F0002

2016086251

Fee: \$ 500



Business ID: 1088601
Filed: 03/18/2016 10:58 AM
C. Delbert Hosemann, Jr.
Secretary of State

DELBERT HOSEMANN
Secretary of State

P.O. BOX 136
JACKSON, MS 39205-0136

TELEPHONE: (601) 359-1633

Application for Certificate of Authority

Business Information

Business Type: Profit Corporation
Business Name: Building Controls and Services, Inc.
Business Email: fulfillment@bizfilings.com
Period of Duration: Perpetual
State of Incorporation: KS
Date of Incorporation: 06/27/1985

NAICS Code/Nature of Business

238220 - Plumbing, Heating, and Air-Conditioning Contractors

Principal Office Address: 1730 E. Douglas
Wichita, KS 67213

Registered Agent

Name: Business Filings International, Inc.
Address: 645 Lakeland East Drive, Suite 101
Flowood, MS 39232

Signature

The undersigned certifies that:

- 1) he/she has notified the above-named registered agent of this appointment;
- 2) he/she has provided the agent an address for the company, and;
- 3) the agent has agreed to serve as registered agent for this company

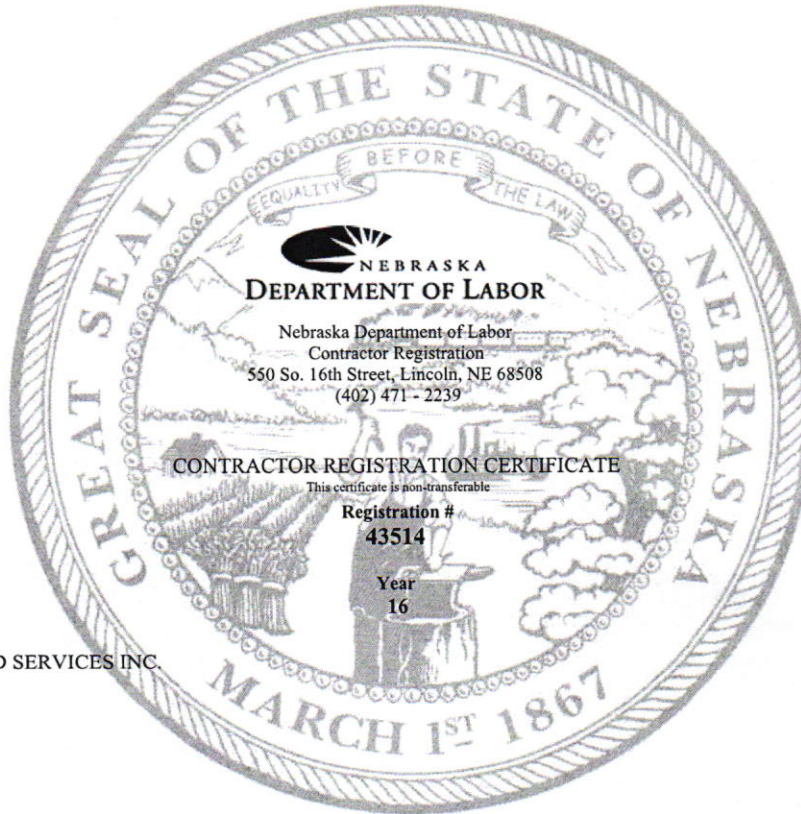
By entering my name in the space provided, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day **03/18/2016**.

Name:

Address:

Date Issued
05/15/2015

Date Expires
05/15/2016



NEBRASKA
DEPARTMENT OF LABOR
Nebraska Department of Labor
Contractor Registration
550 So. 16th Street, Lincoln, NE 68508
(402) 471 - 2239

CONTRACTOR REGISTRATION CERTIFICATE

This certificate is non-transferable

Registration #
43514

Year
16

Fee Paid: \$40.00

Business:
BUILDING CONTROLS AND SERVICES INC.
1730 E DOUGLAS STREET
WICHITA, KS 67214


Commissioner of Labor

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Carlos H. Cascos
Secretary of State

Office of the Secretary of State

May 06, 2016

Attn: Business Filings Incorporated

Business Filings Incorporated
8020 Excelsior Dr., Suite 200
Madison, WI 53717 USA

RE: Building Controls and Services, Inc.
File Number: 802451695

It has been our pleasure to file the application for registration and issue the enclosed certificate of filing evidencing the authority of the foreign for-profit corporation to transact business in Texas.

Unless exempted, the foreign entity is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the foreign entity. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at <http://window.state.tx.us/taxinfo/franchise/index.html>.

The registered foreign entity is not required to file annual reports with the Secretary of State. An application for amended registration must be filed with the Secretary of State if the foreign entity changes its name, changes the purposes to be pursued in Texas, or changes the assumed name it elected to use on its application for registration. It is important for the foreign entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the revocation of the entity's registration by the Secretary of State.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division
(512) 463-5555

Enclosure



WARRANTY/GUARANTEE

All products purchased under this RFP shall be new and free from defects unless rehabilitation of existing is authorized by the Member and is considered part of Building Controls and Services' standard of care.

If our products are deemed defective, upon notification, warranty parts are available as fast as 12 hours. Typical warranty parts arrive within five business days. Building Controls and Services provides a manufacturer's quality guarantee and warranty on all parts. Please see our certificate of liability insurance on the next page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: USI Insurance Services LLC
245 N Waco Ste 412
Wichita, KS 67202
316 263-3211
CONTACT NAME: Lori Minor
PHONE (A/C, No, Ext): 316-494-6132
FAX (A/C, No): 316-263-6995
E-MAIL ADDRESS: lori.minor@usi.biz
INSURER(S) AFFORDING COVERAGE: EMCASCO
NAIC #: 21407

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with 7 main columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Leased/Rented Equipment.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Certificate is issued for insured operations usual to building controls contractors.

CERTIFICATE HOLDER

CANCELLATION

Building Controls & Services, Inc.
1730 E Douglas
Wichita, KS 67214-0000
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.