

TIPS VENDOR AGREEMENT

Between Troy & Banks, Inc. **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170602 Consulting and Other Related Services

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 (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

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 should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

If applicable, all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

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 all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

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 made by a TIPS Member 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 TIPS under a TIPS Agreement.
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 related solicitation as specified on page one of this agreement. 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 AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

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

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member 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 agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. 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 records 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 or sales made to TIPS Members 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, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

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, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

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

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

TIPS Member Purchasing Procedures

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

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

Supplemental Agreements

The TIPS Member 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.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

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 assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only when applicable to service or job)

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

Smoking

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

Invoices

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

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS 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 and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this 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 three (3) years 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. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

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.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

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

Incorporation of Solicitation

The TIPS Solicitation, Request for Proposals, Request for Qualifications 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.

See next page

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 orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days 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 breach of this agreement terms and conditions and will result in termination and rescission of this agreement and 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 two (2) business days.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170602 Consulting and Other Related Services

Company Name Troy & Banks, Inc.

Address 2216 Kensington Avenue

City Buffalo State NY Zip 14226

Phone 716-839-4402 Fax 716-839-4452

Email of Authorized Representative tranallo@troybanks.com

Name of Authorized Representative Thomas T. Ranallo

Title President

Signature of Authorized Representative Thomas Ranallo
Digitally signed by Thomas Ranallo
DN: cn=Thomas Ranallo, o=Troy & Banks,
ou=President, email=tranallo@troybanks.com, c=US
Date: 2017.07.27 08:52:12 -04'00'

Date 7/28/17

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date August 24, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Contracts Support	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170602 Addendum 1	Department		Floor/Room
Title	Consulting and Other Related Services	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	6/1/2017 09:00 AM (CT)	Telephone	(866) 839-8477	Email
Close Date	7/31/2017 03:00:00 PM (CT)	Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Troy & Banks, Inc.
 Address 2216 Kensington Avenue

 Buffalo, NY 14226
 Contact Thomas Ranallo, President
 Department
 Building
 Floor/Room
 Telephone (716) 839-4402
 Fax (716) 839-4452
 Email tranallo@troybanks.com
 Submitted 7/31/2017 02:09:19 PM (CT)
 Total \$0.00

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

Signature Thomas Ranallo Email tranallo@troybanks.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	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	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.)	Troy & Banks is a professional cost management and consulting firm specializing in solutions to reduce utility (electricity, gas, water, sewer, propane, solid waste) and telecommunications expenses. T&B's services include invoice audit and verification, rate analysis and optimizations, negotiation and procurement, and other related utility and telecommunications cost recovery, management and consulting services. T&B was founded in 1991 and currently provides consulting services to approximately 15,000 industrial, commercial and institutional locations worldwide.
6	Primary Contact Name	Primary Contact Name	Thomas T. Ranallo
7	Primary Contact Title	Primary Contact Title	President
8	Primary Contact Email	Primary Contact Email	tranallo@troybanks.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7168394402
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7168394452
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7165535743
12	Secondary Contact Name	Secondary Contact Name	Molly Pancurak
13	Secondary Contact Title	Secondary Contact Title	Office Manager
14	Secondary Contact Email	Secondary Contact Email	mpancurak@troybanks.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7168394402
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7168394452
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Molly Pancurak
19	Admin Fee Contact Email	Admin Fee Contact Email	mpancurak@troybanks.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7168394402
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Molly Pancurak
22	Purchase Order Contact Email	Purchase Order Contact Email	mpancurak@troybanks.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7168394402
24	Company Website	Company Website (Format - www.company.com)	www.troybanks.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	16-1464075
26	Primary Address	Primary Address	2216 Kensington Avenue
27	Primary Address City	Primary Address City	Buffalo
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	New York
29	Primary Address Zip	Primary Address Zip	14226
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.)	utility audit, telecom audit, solid waste removal audit, energy services, energy procurement, street light audit, cable franchise fee audit, gross receipts tax audit, electricity and gas audit, telecommunications audit, utility billing audit, telecommunications billing audit, street lighting assessment,
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds? (Non-Construction)	No
32	Yes - No	Certification of Residency (Required by the State of Yes Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Buffalo
34	Company Residence (State)	Vendor's principal place of business is in the state of?	New York

35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	1%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. The Vendor fee percentage or as specified or designated in the RFP document is agreed. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No

44	Start Time	Average start time after receipt of customer order is ____ working days?	2
45	Years Experience	Company years experience in this category?	26
46	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
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	No
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
50	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf Do you have any conflicts under this statutory requirement?	No
51	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	
52	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
53	Regulatory Standing	Regulatory Standing explanation of no answer.	

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

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

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

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

including suspension and / or debarment.

56 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.

57 Non-Discrimination Statement and Certification

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

Yes

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

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

58 2 CFR PART 200 Contract Provisions
Explanation

Required Federal contract provisions of Federal Regulations for contracts with ESC Region 8 and TIPS Members: (No Response Required)

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

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

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

59 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?

60 2 CFR PART 200 (B) Termination

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

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

61	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
62	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
63	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

64	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
65	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

66 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

67 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

68 Remedies Explanation of No Answer

69	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
70	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
71	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
72	Alternative Dispute Resolution Explanation of No Answer		
73	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 attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

74 Infringement(s) Explanation of No Answer

75 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

76 Acts or Omissions Explanation of No Answer

77 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

78 Payment Terms and Funding Out Clause

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

Yes

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

79 Insurance and Fingerprint Requirements
Information

Insurance

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

Fingerprint

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

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

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

(2) has or will have direct contact with students

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

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

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

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

- | | | |
|----|--|---|
| 82 | Solicitation Exceptions/Deviations Explanation | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> |
| 83 | Agreement Deviation/Compliance | <p>Does the vendor agree with the language in the Vendor Agreement?</p> <p style="text-align: right;">Yes</p> |
| 84 | Agreement Exceptions/Deviations Explanation | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p> |

Line Items		
Response Total:		\$0.00

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Orange County Public Schools, FL	Lisa Connelly	lisa.connelly@ocps.net	407-317-3200 x2
City of Pleasanton, CA	Tina Olson	tolson@cityofpleasantonca.gov	925-931-5402
New Kent County, VA	Mary Altemus	mfaltemus@co.newkent.state.va.us	804-966-9861
Norfolk Public Schools, VA	Sabrena Ellis	svellis@nps.k12.va.us	757-628-3476
San Antonio Independent School District	Pamela Morrison	pamela.morrison@saisd.org	210-554-2200
Onondaga-Cortland-Madison BOCES, NY	Deb Ayers	dayers@ocmboces.org	315-433-2614

RFP 170602 Consulting and Other Related Services

Certification Regarding Lobbying

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

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

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

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

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

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

Troy & Banks, Inc.

2216 Kensington Ave., Buffalo, NY 14226

Name/Address of Organization

Thomas T. Ranallo, President

Name/Title of Submitting Official

Thomas Ranallo

Signature

Digitally signed by Thomas Ranallo
DN: cn=Thomas Ranallo, o=Troy &
Banks, ou=President,
email=tranallo@troybanks.com, c=US
Date: 2017.07.27 08:56:33 -04'00'

7/27/2017

Date

RFP 170602 Consulting and Other Related Services

Disclosure of Lobbying Activities**NO LOBBYING ACTIVITIES**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See next page for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: 2216 Kensington Ave. Buffalo, NY 14226 <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known? NY 26		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department / Agency:		7. Federal Program Name / Description:
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): NONE (attach Continuation Sheet(s) SF-LLL-A, if necessary)		b. Individuals Performing Services (including address if different from No. 10a)(last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
12. Form of Payment (check all that apply) <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Thomas Ranallo</u> <small>Digitally signed by Thomas Ranallo DN: cn=Thomas Ranallo, o=Troy & Banks, ou=President, email=trranallo@troybanks.com, c=us Date: 2017.07.27 09:03:31 -0400</small> Print Name: <u>Thomas T. Ranallo</u> Title: <u>President</u> Telephone No: <u>716-839-4402</u> Date: <u>7/27/2017</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form - LLL

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: Thomas T. Ranallo

Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

OR

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

Signature of Authorized Company Official: Thomas Ranallo

Digitally signed by Thomas Ranallo
DN: cn=Thomas Ranallo, o=Troy & Banks,
ou=President, email=tranallo@troybanks.com, c=US
Date: 2017.07.27 09:08:33 -04'00'

OR

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

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

RFP 170602 Consulting and Other Related Services

IF OFFERER IS A CORPORATION,

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

OFFERER: Troy & Banks, Inc.

(Name of Corporation)

I, Molly B. Pancurak certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Thomas T. Ranallo

(Name of person who completed proposal document)

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

President

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

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

CORPORATE SEAL if available

Molly B.
Pancurak

Digitally signed by Molly B. Pancurak
DN: cn=Molly B. Pancurak, o=Troy & Banks,
Inc., ou, email=mpancurak@troybanks.com,
c=US
Date: 2017.07.27 09:09:26 -04'00'

SIGNATURE

July 27, 2017

DATE

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

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

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

☐ YES or NO ☒

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

☐ YES or NO ☐

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

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

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Troy & Banks, Inc.

Print name of authorized representative Thomas T. Ranallo

Signature of authorized representative Thomas
Ranallo

Date 7/27/2017

Digitally signed by Thomas Ranallo
DN: cn=Thomas Ranallo, o=Troy &
Banks, ou=President,
email=tranallo@troybanks.com, c=US
Date: 2017.07.27 09:10:41 -04'00'

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

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

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

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

Name of company claiming confidential status of material

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

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL
RFP 170602 Consulting and Other Related Services

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Troy & Banks, Inc.

Name of company expressly waiving confidential status of material

Thomas T. Ranallo, President

Thomas Ranallo

Digitally signed by Thomas Ranallo
DN: cn=Thomas Ranallo, o=Troy & Banks,
ou=President, email=tranallo@troybanks.com, c=US
Date: 2017.07.27 09:12:50 -04'00'

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

2216 Kensington Avenue Buffalo NY 14226 716-839-4402

Address City State ZIP Phone

RFP 170602 Consulting and Other Related Services



TROY & BANKS

SMART SOLUTIONSSM

Never a Fee If No Recovery or Savings

Founded in 1991, Troy & Banks is a professional cost management and consulting firm specializing in solutions to reduce utility (electricity, gas, propane, water and sewer), telecommunication (data, internet, land line and cell phones) and solid waste removal bills. Working on a strictly Contingency Basis, we perform forensic utility, telecommunications and solid waste audits with a view toward recovering refunds, credits and future service cost reductions based upon discovery of supplier overcharges, errors, misapplied tariffs, discrepancies, etc.

The Troy & Banks Team Approach

Troy & Banks employees and consultants have over 300 years of combined professional experience. Made up of former utility, telecommunications and waste executives as well as ex-Public Service Commission employees, managers and field personnel, our auditors are able to identify errors and overcharges in utility and telecommunication rates, tariffs, and service options resulting in our clients recovering and saving millions of dollars annually.

Contingency-Fee Basis – No Upfront Charges

We are only paid out of the refunds, credits and future service cost reductions. If we are unable to obtain a refund, credit or reduce future service charges, **there is never a fee for our services.**

Several of Troy & Banks' Clients



Memorial Sloan Kettering
Cancer CenterSM



ONE WORLD
OBSERVATORYSM
ONE WORLD TRADE CENTER



The Met
ropolitan
Opera



City of Phoenix



Audit Process Overview

- We do not utilize your staff or interfere with the day-to-day operations of your office.
- Troy & Banks obtains historical (two to six years) billing data and activity directly from your utility/ telecommunication/waste providers.
- If overbilling has occurred, we will prepare a claim letter documenting our findings and forward it to the appropriate service providers with supporting evidence, requesting reimbursement plus interest. Refund claims are negotiated directly with each utility/telecommunication/waste provider.
- We will evaluate your accounts for any future savings opportunities.

How the bill audit works:

All we need to begin the process is a signed Letter of Authorization and Agreement along with a full copy of one month's utility and telecommunications bill for each account we are auditing; three months for solid waste audits.

Our line-by-line review will include, among other things, your current contracts, meter problems, abnormal consumption, tariff options, rate changes, double billing, dead services and more.

Additional Services:

Troy & Banks provides assistance with your Energy Procurement (electric and gas) and Demand Response (Energy Curtailment) Programs.

Energy Procurement

Deregulation allows customers in deregulated states to select their energy (electric and gas) providers. We will assist you in selecting an energy provider - an Energy Service Company (ESCO).

Benefit by the best pricing. The ESCOs offer a wide variety of fixed and variable rate options to meet your specific needs. Our fee is paid by the ESCO.

Demand Response Program

Companies enrolled in a Demand Response (Energy Curtailment) Program help to reduce the strain on the electric grid by reducing energy usage during peak demand times. We will assist you in assessing how you can participate. Financial incentives are available from the ESCO or utility. Our fee is paid by the ESCO or utility.

Why Troy & Banks?

Since our formation, we have partnered with over 15,000 clients including over 1,000 hospitals and medical facilities; 2,500 cities, towns and villages; 1,000 colleges, universities and private and public school districts; 1,500 state agencies; and all other types of profit and nonprofit organizations and **have recovered and saved over \$500 million for our clients.**

Contact:
Thomas T. Ranallo
President
(716) 839-4402
tranallo@troybanks.com



TROY & BANKS

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

Request for Proposals

RFP 170602

Consulting and Other Related Services

Monday, July 31, 2017

CONTACT:

Troy & Banks, Inc.
Thomas T. Ranallo, President
2216 Kensington Avenue
Buffalo, New York 14226
(716) 839-4402 / (716) 839-4452 fax
tranallo@troybanks.com
www.troybanks.com

July 31, 2017

The Interlocal Purchasing System (TIPS)
Lead Agency – Region 8 Education Service Center
48465 US Hwy. 271 North
Pittsburg, Texas 75686

RE: RFP 170602

To Whom It May Concern:

It is with great pleasure that Troy & Banks is prepared to provide Consulting Services as required by The Interlocal Purchasing System (“TIPS”). Founded in 1991, Troy & Banks (“T&B”) is a privately held, independent energy and telecommunications consulting company with corporate offices located in Buffalo, NY. We have extensive experience working with municipalities, school districts, public authorities and businesses in the audit and analysis of utility and communications systems.

An audit by Troy & Banks involves very little involvement on the part of TIPS Members after we have obtained the initial paperwork. To initiate a review, the TIPS Member will simply provide us with one copy of each bill for every utility (electric, gas, propane, water/sewer), telecommunications (data, internet, land line, cell phones), street light, solid waste, cable franchise, and municipality gross receipts tax account invoice issued to the member. Troy & Banks is capable of extracting the necessary billing detail electronically. Our auditors will review the billing histories as per the Member’s State Statute of Limitations.

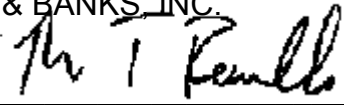
Our auditors will implement our sophisticated and proven audit techniques on the historical billing in search of recovery and savings opportunities. Once errors are found, we will implement the necessary changes and recover overcharge refunds due. We will monitor the accounts to verify that all changes are executed and refunds or credits are issued to the TIPS member. Troy & Banks is only compensated from the amount of any refund or credit in the costs of service; we do not add to the Member’s overhead.

Troy & Banks has or is currently audited several of the TIPS Members including the City of Akron OH, Blount County Schools TN, Boulder County CO, Bountiful City UT, Cayuga County NY, Cayuga-Onondaga BOCES NY, Central Arkansas Transit Authority, Town of Christiansburg VA, Clarke County School District GA, City of Corona CA, East Islip School District NY, City of Elgin IL, Frontier Central Schools NY, Hoosick Falls Central School District NY, Isle of Wight County Schools VA, Johnson County Community College KS, Letchworth Central School District NY, City of New Baltimore MI, New Kent County Board of Supervisors VA, Newport News Public Schools VA, Niskayuna Central School District NY, Norfolk School District VA, Onondaga-Cortland-Madison BOCES NY, Orange County Public Schools FL, Orleans Niagara BOCES NY, City of Port Huron MI, Prince George’s County MD, Roanoke County Public Schools

VA, San Antonio Independent School District TX, Shenandoah County Public Schools
VA, Spotsylvania County Public Schools VA, Stafford County Public Schools VA, State
University of New York at Oswego NY, Taylor County Board of Education GA, Westerly
Public Schools RI, and White Plains City School District NY.

I appreciate the opportunity to submit the enclosed proposal for your review. I can be
reached at 1-800-499-8599. Thank you.

Sincerely,
TROY & BANKS, INC.

BY: 
Thomas T. Ranallo, President

TTR/mbp

Table of Contents

- I. Executive Summary
- II. Scope of Services
- III. Detailed Response
- IV. Compensation

I. Executive Summary

Founded in 1991, Troy & Banks is a privately held, independent energy and telecommunications consulting company with corporate offices located in Buffalo, NY and incorporated in the State of New York. T&B is a S-Corporation and has been operating as a legal entity since June 23, 1994. We have branch offices in six additional states. Our office locations are as follows:

Corporate/Remittance Address:

2216 Kensington Avenue
Buffalo, NY 14226
(800) 499-8599 / (716) 839-4402
Telefax (716) 839-4452

Branch Offices:

CALIFORNIA

398 East Carob Avenue
Fresno, CA 93654

FLORIDA

2330 Warbler Circle
Lakeland, FL 33810

FLORIDA

3980 W. Broward Blvd., #202
Ft. Lauderdale, FL 33312

NEVADA

786A Bigler Ct./POB 2678
Zephyr Cove, NV 89449

NEW YORK

Rockefeller Ctr., POB 3968
New York, NY 10185

NEW YORK

450 Jericho Tpk., Ste. 203
Mineola, NY 11501

OREGON

111 SW Harrison St., #1D
Portland, OR 97201

PENNSYLVANIA

2033 Enfield Lane
Erie, PA 16509

TEXAS

6418 Eckhert Rd., #3101
San Antonio, TX 78240

Working for the public sector is not new for T&B. Since 1991, T&B has partnered with over 15,000 clients throughout the United States. We have successfully represented over 2,500 cities, towns and villages; 2,000 public school districts; 1,000 colleges and universities; 1,000 hospitals; 500 library systems and more than 1,500 state agencies. As you will see, the size of the institution has never presented an obstacle for T&B.

Our firm has or is currently performing utility and telecommunications audits for schools, colleges, universities, cities, counties and other government entities throughout the United States such as Counties of Louisa VA, Cortland NY, Clermont OH, Rockland NY, Erie NY and Gilchrist FL; Cities of Corona CA, Albany NY, Newport News VA, Manhattan Beach CA, Norfolk VA, Virginia Beach VA, Doral FL, Phoenix AZ, Savage MN, Shoreline WA, Buffalo NY, Wilmington NC, Evansville IN, Santa Fe NM and Huntington WV; School Districts of Beverly Hills CA, Princeton NJ, Gloucester County VA, Orange County FL, San Antonio TX and Rochester NY, to name a few. Universities include Johnson County Community College KS, Virginia Union University, Norfolk State University, Cornell University and State University of New York at Cortland. We also include the following as clients: Livingston Water & Sewer Authority NY, Loudon Water VA, Greenville County Water & Sewer Authority VA, West Seneca Fire District NY, Melville Fire District NY and Fresno County Fire Protection District CA.

Furthermore, T&B has performed over 220 cable franchise audits since October 2000, all of which have been municipalities ranging in size from a few thousand to hundreds of thousands of residents. In 2016 alone, our audits have realized over \$765,000 in refunds for seven municipalities.

Troy & Banks is prepared to assist the TIPS Members in conducting audits of their utility (electricity, gas, propane, water, sewer), outdoor lighting/street lighting, telecommunications (data, internet, land line, cell phones), solid waste removal, gross receipts tax, and cable TV providers to determine if the billing statements are current and correct. Our goal is to reduce utility costs and improve services. We will identify billing errors – and other discrepancies – for cost recovery.

II. Scope of Services

The scope of services will include at a minimum the review of the following accounts:

1. Utility (electricity, gas, propane, water and sewer)
2. Telecommunications (data, internet, land line and cell phones)
3. Outdoor lighting / street lighting
4. Solid Waste Removal
5. Gross Receipts Tax
6. Cable TV (Franchise fee underpayments)

Troy & Banks will:

1. Review contracts, franchise agreements, customer service records, bills, and other relevant documentation.
2. Identify errors and file written claims with the responsible companies detailing each dispute.
3. Negotiate with the utility companies on behalf of the TIPS Member to secure the maximum amount allowable by law. Conduct follow up analysis of accounts to ensure that the identified corrections have been addressed on each account.

Utility and Telecommunications:

Specifically, Troy & Banks will identify errors and submit claims to the service providers on behalf of the TIPS Member. At a minimum, T&B shall identify errors related to:

1. Meter reading errors
2. Rates not in accordance with the Member's contracts
3. Charges billed for incorrect or nonexistent equipment
4. Meter malfunctions types
5. Incorrect meter installed by the utility company
6. Clerical errors in bill computations
7. Wrong factors applied
8. Incorrect tax charges

In addition to error detection, T&B will analyze rates and provide recommendations to reduce on-going costs. We will identify possible cost saving recommendations that will result in reduced expenses primarily through the identification of alternate tariffs and rates that may be available. Cost-savings recommendations are always subject to the review and approval of the Member prior to implementation. Cost savings recommendations may include, but are not limited to:

1. Alternate rates and riders offered by existing suppliers that may result in lower costs
2. Combination of splitting of meters for billing purposes
3. Correction of power factor penalties

4. Negotiation of special contracts to eliminate punitive clauses

Troy & Banks will provide a written report that identifies and describes the basis for any refund and on-going reduction of charges. The report shall include possible cost savings recommendations that would result in reduced expenses for the TIPS Member.

At a minimum, the report will include:

1. Telecommunications and utility bills reviewed and evaluated
2. Refunds due to the Member
3. Current list of all accounts/meters will include: buildings/facilities covered under utility franchise agreements. Listing at a minimum, facility name, address, utility usage, meter numbers, account numbers, total annual cost by meter, and general usage information.
4. Correspondence from utility providers agreeing to amounts of the refund due to the Member, and methods to be used to refund money owed the Member.
5. Recommendation and guidance on industry best practices for utility and telecom bill intake, processing, data entry, and record keeping.
6. User-friendly guide to identify common utility and telecom billing errors for each type of utility bill reviewed by Member staff for training purposes.

Cable Franchise Fee:

Troy & Banks will perform a comprehensive audit to assess and verify each franchisee's compliance with its franchise agreement. We will provide a compliance verification to review accounting for and reporting of each franchisee's gross revenues against what is required under its franchise agreement with the Member. This verification project will provide an analysis of whether each franchisee has complied with its franchise fee obligations, along with necessary documentation that can be used in franchise enforcement proceedings, and future franchise renewal negotiations.

Our specific tasks will include:

1. Review and become familiar with the franchisee's Agreement with the Member.
2. Key tasks to be completed include, but are not necessarily limited to:
 - a. Verification of revenues,
 - b. Variance analysis,
 - c. Verification of mathematical accuracy,
 - d. Review of excluded revenues,
 - e. Customer coding verification,
 - f. Method of verification,
 - g. Computing of any applicable underpayment, and
 - h. Analyzing new sources of revenue.
3. We shall communicate as necessary with the franchisee in order to request and obtain (or have access to) all documents necessary to perform the franchise fee

audit. Initial documents to be requested will include, but not necessarily be limited to:

- a. Detailed list of revenues, by month, collected from subscribers during the review period.
 - b. Schedules of the calculation of the subscriber franchise fees as used to determine the amounts remitted to the Member during the review period.
 - c. Schedules of the calculation of and documentation for any non-subscriber franchise fees incurred during the review period.
 - d. Copies of financial statements or general ledger, preferably audited, for the review period.
 - e. Schedules showing detailed description of other revenues on the general ledger or financial statements and the calculation of franchise fees, if any, related thereto during the review period.
 - f. Schedules detailing bad debt expense and write-offs related to franchise fees and subscriber revenue during the review period.
 - g. Schedules detailing franchise fee remittances to the Member during the review period.
 - h. Schedules detailing new subscribers within municipality limits during the review period and allocation procedures for allocating revenue among geographical areas.
4. Troy & Banks shall review and evaluate all records of all revenue received by the franchisee for accuracy and completeness, assuring that all revenues that should be included in the computation of franchise fees are included.
 5. Review and evaluate the franchisees' records to assure that the franchisee is using accounting methodology that fairly and accurately tracks discounts in service due to bundling.
 6. Determine whether the franchisee is abiding by the terms and conditions of the franchise agreement, subject to applicable law, in calculating gross revenues and franchise fees.
 7. T&B shall provide a written report of findings of compliance with the franchise agreement and any additional findings of the review to include any underpayment of franchise fees to the Member, and the calculation of any applicable interest. This report will outline and define areas of noncompliance, if any, and recommendations for remedial action.
 8. T&B shall provide as part of our final report a detailed list of all revenues collected by the Franchisee, identification of the definitions of all revenue categories listed, identification of all revenue sources from which franchise fees are presently calculated, details of its review of the revenue base currently used for calculations of franchise fee, and identification of other sources that should be included in the fee calculation under the current franchise that the franchisee is operating under.
 9. T&B shall review and determine whether the franchisee's accounting system accurately identifies new, disconnect, change of service, bulk accounts and free accounts in a timely manner in calculating franchise fees.
 10. T&B shall review the franchisee's records to assure that no mathematical errors were made in the computation of the franchise fee payments.

11. T&B shall confirm that all customers located within the municipality limits are correctly coded as being located within the municipality. Additionally, if applicable, for those areas that were annexed into the municipality during the term of the audit period, T&B shall assure that there was no significant lag of time existing before coding the franchise customer as being included in the municipality.
12. T&B shall review records to assure that all payments due by the franchisee was made in accordance with the franchise agreement, subject to applicable law, made in a timely manner, and were properly recorded by the Member.
13. If the Member was underpaid according to the terms and conditions of the franchise agreement, T&B shall include substantiated evidence in the written report.
14. We shall prepare draft reports for Member staff to review and provide input prior to submission of the final report.
15. In addition to submission of the written final audit reports, a final in-person presentation may be requested and Troy & Banks will be available.

Troy & Banks will review the individual cable operator's operations for compliance including calculations of franchise fees balances against the requirements of the enabling ordinance and the franchise agreement(s). This shall cover the past six (6) years of the cable agreement.

Member Resources:

In order for Troy & Banks to perform our audit, we will need the following items from the Member:

1. Copy of a summary account listing by vendor including account number and address, preferably in an electronic format – OR, if necessary - one (1) bill from each of the Member's accounts including all telephone and/or data, gas, electric (including street lighting), water, sewer, and cable TV.
2. An executed Client Agreement and Letter of Authorization form.

III. Detailed Response

Utility and Telecom Audit:

The following is a general time schedule for the scope of work for the audit:

1. Analyze historical account billing for accuracy of charges for the utility vendors:
 - ✓ We will be able to start the audit immediately upon notification of award by the TIPS Member. It will take approximately 30-45 days to obtain the historical account billing. As soon as account information is received, we will start the analysis. It will then take about two to eight weeks to conduct the audit of all monthly charges.
2. Prepare a written report to the Member on any billing inaccuracies or discrepancies:
 - ✓ It will take about two weeks to prepare the written report on any billing inaccuracies or discrepancies following our detailed audit.
3. Prepare a written report on the recommended steps for the Member to take to correct billing inaccuracies and procure refunds, if applicable:
 - ✓ We estimate about two weeks to prepare the written report on the recommended steps for the Member to take, if applicable, following our analysis.
4. Prepare a detailed list of recommendations, including implementation plan and estimated cost savings for each recommendation:
 - ✓ T&B will prepare the detailed list of recommendations at the conclusion of our audit.
5. Assist the Member in correcting billing inaccuracies, implementing recommendations and procuring refunds:
 - ✓ In general, it will take approximately six to eight months to assist the Member in correcting billing inaccuracies, implementing recommendations and procuring refunds.

T&B will provide the reports over the course of the audit. Standard reports include: Credit/Refund Request, Claim Spreadsheet, Inventory Report, Report on Refunds and Savings, and Audit Summary.

These reports will be provided on a regular basis as we obtain the information, generally monthly but can be altered as desired by the Member.

The technical approach to the audit will be tailored to the needs of the TIPS Member. Typically, we follow a three-phase process. There is an organizational phase (phase 1), an audit phase (phase 2), and a claims resolution phase (phase 3). They are described as follows:

PHASE I — AUDIT SET UP (Approx. 45 days)

- Compile client information (including invoice copies, account lists, facilities list, contact information, and contracts)
- Order transcripts from investor-owned, municipal and cooperative utility providers
- Organize data for audit phase

PHASE II — DETAILED AUDIT/Audit Software (Approx. 2-8 weeks)

- Conduct detailed review of all monthly charges including rates, demand reads, taxes, riders, adjustments and special contracts
- Validate monthly charges against applicable rate cards, tariffs, and rate spreadsheets
- Identify billing errors and cost saving recommendations

**PHASE III — REFUND CLAIM NEGOTIATIONS
& COST SAVINGS IMPLEMENTATIONS** (Approx. 4-8 weeks)

- Report billing errors to utility and telecom vendors, requesting refunds
- Negotiate appropriate credits or refunds
- Prepare cost saving proposals for client approval
- Provide Final Management Summary Report documenting refund and cost saving issues

Methodology

A. Methodology used to implement the recommended changes with each utility provider:

Once discrepancies or potential changes to accounts are identified, Troy & Banks prepares a claim letter for the utility provider, documenting our findings. If necessary, we then personally follow up with each utility provider to ensure that the changes specified have taken place. We then continue to monitor your accounts to ensure that the billing errors have stopped and the appropriate changes were implemented.

B. Methodology used to recover overpayments and how far back they will go:

T&B will audit invoices from and payments to your utilities suppliers. The audit will include a review of all applicable tariffs and riders. Our audit will ascertain whether the invoices are accurate and appropriate under tariffs and regulations. Our specialized audit software is designed to check for billing errors. If overbilling has occurred, we will prepare a claim letter, document our findings, and forward to the service providers requesting reimbursement plus interest. Our extensive experience has combined to produce millions of dollars in refunds and savings for our clients.

Cable Franchise Fee Audit:

The audit will concentrate on evaluating if the Franchise Fee has been properly calculated and payment remitted in accordance with the agreement.

The Cable Franchise Agreement allows for the performance of independent audits at the sole discretion of the Member. In accordance with the agreement, if the audit concludes that the Franchisee's payments were underpaid by an amount greater than 5% of the proper payment, then the Franchisee shall reimburse the Member for the costs of the audit.

Upon contract award Troy & Banks will immediately begin Week No. 1. Depending upon the availability of the records, the on-site portion of the work will begin anytime between three and eight weeks subsequent to the date of notification.

TASK I - NOTIFICATION TO EACH FRANCHISEE/REQUEST FOR INFORMATION

The following is a specific checklist of items to be provided by the TIPS Member:

1. Copies of franchise agreement, and applicable ordinances.
2. Copies of all franchise fee payment remittances along with supporting documentation provided by the cable operator covering the time period under review.
3. Listing of zip codes located within the incorporated boundaries of the municipality.
4. Electronic listing of all street addresses located within the incorporated boundaries of the municipality. The street names should be sorted in alphabetical order, street numbers in numerical sequence, with related house numbers also in numerical sequence.
5. Provide verification of specific addresses included in the database provided by the Member, but coded outside of the Member's designated franchise area by the cable television operator. T&B will extract this information from the cable operator's records.
6. Listing of names, addresses and telephone numbers of franchisee company personnel Government contacts.
7. Notification to franchisee, in writing, authorizing T&B to represent the Member in the conduct of this project.

TASK II - ON-SITE VISIT

It has been our past experience with cable companies for the operator to photocopy and send the requested records to our office for examination. All requests for records and supporting documentation will be made in writing.

TASK III - ANALYSIS OF DATA

The revenue data received from cable operator will be used to summarize all revenues earned within the boundaries of the municipality. The revenue summary will document the portion of revenues, which each cable operator has included in the franchise fee remittances. In addition, we will conduct a search for revenues that may have been excluded from recognition. The specific revenue or contra-expense accounts which have been excluded from the compilation of the revenue base will be analyzed to determine if such amounts are properly excluded under the definition of the revenue base found in the Member's respective franchise agreements and/or ordinances. Any computational errors or revenue definition differences will be clearly indicated in our report.

TASK IV - REPORT PREPARATION

Troy & Banks, upon completion of the on-site work and financial analysis, will summarize all findings and prepare a draft copy of the reports for review by a designated official of the Member. All items will be reviewed and discussed before the report is finalized. T&B will provide copies of the finalized report to the appropriate designated Government Official(s).

TASK V - ASSIST MUNICIPALITIES IN NEGOTIATING FINANCIAL SETTLEMENT

Acting in the capacity as your Representative we will explain and support the review findings and conclusions during negotiation sessions with the cable television operator.

Description of Process and Timeline

PHASE 1 Obtain:
1) Cable franchise fee agreements
2) Alphabetical zip codes by boundary
3) Sample franchise fee payments

30 – 60 days

PHASE 2 Conduct detailed audit

30 – 60 days

PHASE 3 Complete an audit summary report regarding audit findings and submit to cable company

30 – 60 days

T&B is committed to ensuring a timely and successful completion of every audit undertaken. All of our audits are monitored by an audit coordinator and tracked in our database. This helps to ensure that all audits are progressing smoothly. T&B also has

a team dedicated to following up on requests for billing history, as well as claims submitted on your behalf, ensuring that requests for information and claims are responded to promptly.

An intricate part of Troy & Banks' success is the implementation of a "team approach" of specialists. Our staff has accumulated over 300 years of combined professional, "in the field", auditing and consulting experience. What distinguishes our firm from others is our comprehensive staff which includes former utility and telecommunication company executives, managers and field personnel. Our regulatory consultants worked extensively at the New York State Public Service Commission (PSC) in both the utility and telecommunications divisions.

The Troy & Banks "team" has successfully produced the following work product for our clients:

- * Negotiated over \$100 million in utility and telecommunication refunds
- * Reduced our clients' expenses in excess of \$500 million
- * Designed and negotiated hundreds of specialized contracts
- * Secured over five million dollars in payments for our clients through electric curtailment programs

Our consultants have:

- * Served with various State Public Service Commissions
- * Served as municipal account managers
- * Testified in Public Service Commission rate case proceedings
- * Executed over 1,000 electrical engineer site surveys
- * Represented major industrial consumers with respect to natural gas transportation contracts, cogeneration development, electric and natural gas litigation, hydroelectric power allocations and international trade law enforcement
- * Represented clients in a number of electric rate cases on a variety of avoided cost and rate matters
- * Represented major corporations and associations with respect to telecommunication tariffs, contracts, and FCC regulatory matters

In addition to Troy & Banks' utility and telecom management services, T&B handles commodity procurement for numerous municipalities, state agencies, public authorities, manufacturers and non-profit organizations and has been doing so for many years along with our bill auditing services for those agencies. T&B's energy procurement services team works together with our clients to develop a purchase strategy that fits the client's specific needs. Our knowledge of the marketplace and the products available will assist the Member in making the best possible purchase of their energy. Due to our experience and reputation, suppliers are aware they need to provide the best possible price in order to compete for our clients' business.

Project Team:

Troy & Banks has clearly assembled a first class consulting team with a proven track record of success. Our firm will bring the knowledge, professionalism and expertise of our team to effectively and successfully handle all work required under this project.

THOMAS T. RANALLO, President and Owner

- Founder - Troy & Banks, Inc.
- 26 years of management experience in the utility and telecom-auditing fields
- Successfully negotiated over \$50 million in over billing refunds
- Successfully managed multiple site, multi-faceted audits for the following large clients: Port Authority of New York & New Jersey, AMTRAK, New York Stock Exchange, Bausch & Lomb, City of Albany, City of Buffalo, U.S. Postal Service - Northeast Region, M&T Bank, Niagara Frontier Transportation Authority, HSBC Bank, Buffalo and Rochester City School Districts, and Off-Track Betting Corporation - Capital & Western Region
- Has had professional consulting training from the Center for Communications Management Information including courses in the following:
 - 1998 – *“Telecommunication Audit Secrets”* – Covering rules and regulations, options with competing providers and auditing essentials
 - 1999 – *“Advanced Auditing Sessions”* - Covering frame relay technology, FCC’s de-tariffing order, traffic analysis essentials and precision auditing exercises
 - 2002 – *“Advanced Auditing Sessions”* - Covering frame relay technology, FCC’s de-tariffing order, traffic analysis essentials and precision auditing exercises
 - 2002 – *“Frame Relay Service and Billing”* - Covering frame relay technology
- Institute on Public Utility Law
 - 2006 – This continuing educational conference included sessions on Network Reliability and Security, status of Telecom Competition Three, Wind Energy, Fixed-Price Commodity Option, and Utility Land Use Issues

KEITH WIESE, Pre-Audit and Audit Coordinator

- Organize audit data
- Order utility and telecommunication histories and customer service records
- Coordinate the distribution of audit information to the appropriate auditors
- Perform follow-up work for the auditors
- Verify applicable credits and refunds
- 24 years with Troy & Banks

EDGAR FOSTVEIT, Regulatory Consultant

- 26 years with the New York State Public Service Commission, first as an investigator, and later as a hearing officer (15 years).
- Ruled on gas and electric complaints submitted to the Commission by consumers, and he is also experienced in tariff and Public Service Law.
- Served as a consultant for the Pennsylvania Public Utility Commission and

Vermont Public Service Commission, and has provided frequent testimony in three states as either a staff member or consultant, in cases involving utilities

Energy Team:

JUSTIN D. RAYBECK, Energy Analyst

- 13 years' experience in the deregulated utilities industry
- Energy Consultant - analyzes rate and billing histories for New York State investor-owned utilities and municipal utility providers, as well as out-of-state providers
- Researches and identifies over-billings, preparing necessary supporting evidence for over-billing claims
- Prepares discrepancy claim letters, documenting the over-billing, as well as developing status reports
- Knowledge of tariffs for various utilities assures clients that they are being placed on the most appropriate and money-saving rate
- Managed audits for clients such as:

United States Postal Service	Pfizer
City of Syracuse	Ohio Department of Transportation
City of Buffalo	Nassau County
New York State Police Department	New York Stock Exchange
New York State Thruway Authority	Onondaga-Cortland-Madison BOCES

KEITH TYSON, VP of Strategic Initiatives & Energy Services

- Client representative for major accounts such as General Electric, City of Buffalo, Erie County, Rockland County, Hanson Aggregates, Buffalo Public Schools, Western and Capital District Off-Track Betting Corporations, New York Racing Association, Inc., General Mills, and OxyChem; many municipalities, school districts, and manufacturers.
- Research analyst responsible for investigating accounts and working with senior auditors on claim development and resolution.
- Coordinator of Public Service Commission cases representing approximately 80 municipalities and numerous religious organizations. These resolved cases have returned over \$6 million in refunds and has provided thousands of dollars in future cost savings to these entities.
- Directs TB's electrical Demand Response programs in New York (SCR) and nationally.

JAMES CAMPAGNA, Street Light Specialist

- Ten years' experience in the Street Lighting sector
- Prepares inventories of all street lighting accounts and verifies correct billing for each light
- Researches and identifies over-billings, preparing necessary supporting evidence for over-billing claims
- Prepares discrepancy claim letters, documenting the over-billing, as well as developing status reports

- Knowledge of tariffs for various utilities assures clients that they are being placed on the correct street light rate
- Managed Street Light Audits for clients such as:

Geneva City Schools, NY	City of Buffalo, NY
City of Virginia Beach, VA	City of Syracuse, NY
James City County, VA	City of Olean, NY
City of Utica, NY	Village of Royal Palm Beach, FL

RICK STAYCHOCK, Client Services – Street Light Auditor

- Undergraduate and Graduate education in Geography and Planning with GIS coursework
- Utilization of GIS technology to create digital street light map inventories with desired attributes and photography for municipal clients
- Researches and identifies over-billings to prepare supporting evidence for over-billing claims
- Prepares discrepancy claim letters, documents over-billing, as well as development of status reports
- Conducted Street Light Field Audits for clients such as: Pleasanton CA, Macon-Bibb GA, City of Huntington WV, and City of Allentown PA

JACK RANALLO, Consultant – Street Light Auditor

Relevant Projects -

- One year experience in the Street Lighting sector
- Organizes GIS street light inventories
- Performed Street Light Audits for clients such as:

City of Allentown, PA	Town of Watertown, CT
Village of Great Neck, NY	Town of Holden, MA
City of Macon-Bibb, GA	

LYNN WORKMAN, Water Analyst

- Five years' experience in the Water Auditing sector
- Reviews billing history, looking for excessive water consumption and spikes in water usage
- Researches and identifies over-billings, preparing necessary supporting evidence for over-billing claims
- Prepares discrepancy claim letters, documenting the over-billing, as well as developing status reports
- Knowledge of tariffs for various water agencies assures clients that they are being placed on the correct water rate
- Managed Water Audits for:

Port Authority of NY & NJ	St. Lawrence University
Virginia Beach Public Schools, VA	Suffolk County Community College
Isle of Wight County Schools, VA	Maidstone, Inc.

AL GUASTELLA, Waste Disposal Auditor

- Nine years' experience as an auditor of waste disposal expenses for corporations
- Performed royalty audits in the U.S.A. and abroad for Perry Ellis International
- Employment history in accounting and auditing with IBM, Arthur Andersen & Co, The Wackenhut Corporation, and Parlux Fragrances

Telecommunications Team:

GARY L. SHARP, Senior Telecommunications Audit Manager

- Former New York Telephone employee
- 25 years' experience managing large scope telecommunication audits
- 27 years of private communications consulting· Specialized in telecommunications consulting for numerous brokerage firms and financial institutions
- Successfully negotiated over \$20 million in over-billing refunds

ANDREW L. FIORETTI, Senior Technical Analyst

- 24 years' experience in telecommunications and IT infrastructure including design, implementation and auditing services for major corporations and institutions nationally and abroad
- Actively worked in the field as a corporate advisor providing valuable recommendations for recovery of overcharges, as well as making useful and seamless recommendations for cost savings measures moving forward
- Extensive in-depth, working knowledge of IT infrastructure and telecommunications for targeting potential savings areas

JOHN J. COYNE, Senior Auditor

- 25 years' experience as a telecommunication auditor
- Specializes in billing verification and IT Financial Management
- Handles more complex telephone service and billing complaints
- Worked for various telecommunications companies in marketing/sales and managing of installation and repair work

SCOTT LEWIS, CPA, Senior Consultant

- Member of the Florida Institute of Certified Public Accountants and National Association of Telecommunications Officers and Advisors
- 31 years of financial accounting experience, five years in Public Accounting, sixteen years in Cable Television Management, and ten years performing engagements of this nature for local franchise authorities
- Former Manager of Internal Audit for Storer Communications, Inc.
- Former Corporate Controller and VP of Finance for Selkirk Communications, Inc., later to become Comcast Corporation
- Performed over two hundred thirty cable franchise fee compliance reviews

Additional Support Staff:

The following individuals are responsible for the coordinating of office and support work. Their primary responsibilities in support of the audit process are records attainment and retention, data entry and management, application development and claim generation.

Ms. Ashley Graffam
Ms. Molly Pancurak

Mr. Robert Nusall

Troy & Banks maintains a tariff library containing over 500 volumes including the tariffs listed below. Furthermore, we utilize the services of four different companies to maintain and update our library. The companies utilized are:

Regulatory Watch, Inc. – Albany, NY
ITS, Inc. – Washington, DC
West Group – St. Paul, MN
Center for Communications Management Information – Washington, DC

IV. Cost Proposal

For the Utility & Telecom Audit Consultants, Troy & Banks proposes the following contingency based pricing:

1. The TIPS Member engages T&B to conduct an audit of the Member's electric, gas, propane, water/sewer), and telecommunications (data, internet, land line, cell phones), account invoices for the purpose of securing refunds, credits and cost reductions resulting from discovery of charges or costs in excess of those permitted or allowed by applicable contracts, tariffs, statutes, rules and regulations and/or from overcharges or billing errors. T&B agrees to conduct such audit.
2. Overcharges – For any refunds, credits or rebates obtained by T&B for prior overcharges, billing errors or costs in excess of those permitted by applicable contracts, tariffs, statutes, rules or regulations, T&B shall be paid 33% of all monies refunded or credited to the Member.
3. Future Cost Reductions – For any reductions in future costs in electric, gas, propane, water/sewer), and telecommunications (data, internet, land line, cell phones), account invoice expenditures resulting from T&B analysis, the fee is 33% of the amount saved each month for 12 months. T&B will document actual monthly savings obtained by analysis of tariff cost applications.
5. T&B has made and makes no guarantee or assurance of any credit, refund amount, or cost savings results.
6. **If the TIPS Member does not receive refunds, credits, or reductions in future billings, there will be no fee for T&B services. No monthly or annual fees will apply.**

Troy & Banks will also determine whether ongoing utility charges can be reduced by application of new rate schedules, rate options or other billing adjustments. The firm will work with the utility providers to implement the rate changes and other billing adjustments it identifies.

T&B shall identify supplemental incentive programs for which the Member may be qualified for with current suppliers. Further, we will identify alternative utility services or providers which may result in cost savings; including the use of deregulated and open market providers.

CABLE:

For the cable franchise fee audit, Troy & Banks proposes the following contingency based pricing:

1. The TIPS Member engages T&B to conduct an audit for the purpose of verifying the accuracy of the payments paid or due to the Member for taxes, or any other monies. T&B agrees to conduct such audit.
2. Audit – T&B shall examine relevant accounting data, examine franchisee/tax accounting data and supporting documentation, identify all revenue sources by classification, and verify calculations. T&B shall also evaluate allocation methodology with respect to non-subscriber revenue, conduct a search for unreported revenues and examine the cable operators' database to determine if all active addresses within the Member's boundaries were included in the franchise fee remittances.
3. Purpose – The purpose of each audit is to recover past taxes or any other monies or revenue owed to the Member that were not properly attributed to the Member or were not properly paid/collected and to determine future taxes and other monies owed to the Member not previously counted.
4. Refunds – Member agrees that T&B will receive as its compensation for this service a contingency fee of forty percent (40%) of the underpayments identified and recoverable under its agreement and/or state and federal law.
5. T&B has made and makes no guarantee or assurance that our audit will produce a refund due to franchise fee underpayments.
- 6. If there is no recoverable underpayment identified for the benefit of the Member, T&B acknowledges that there will be no fee payable.**
7. In connection with any litigation arising out of this Agreement, the prevailing party should be entitled to recover reasonable attorney's fees and court costs, including such fees and cost incurred in trial and in appellate proceedings. The parties recognize that other provisions of this Agreement provide for consideration for this provision.
8. This Agreement sets forth the entire understanding and agreement between the parties.