

TIPS Vendor Agreement

Between Mechanical Service Company and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180205 Trades, Labor and Materials 2 (JOC)

General Information

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

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Agreements

All Agreements and agreements between Vendors and TIPS Members, unless otherwise agreed by the parties, shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised for the jurisdiction of the TIPS Member.

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

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

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

Tax exempt status

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

Page 2 of 12

Assignments of Agreements

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

Disclosures

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

Renewal of Agreements

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

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

Shipments

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

shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

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

Payments

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

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

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

Indemnity

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

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements per Texas Government Code §2269 for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience

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

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

TIPS Member Purchasing Procedures

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

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

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS does not require a review a TIPS Member's Job Order contract AIA version or other construction contract, but may, if requested by the Member.

This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Marketing

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

Supplemental agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of two (2) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Bonding

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

Professional Engineering and Architect's Services

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

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

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

The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member.

Support Requirements

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

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

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

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

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

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

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship.

- **Agreements:** All vendor purchase orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
-

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RCSP 180205 Trades, Labor and Materials 2 (JOC)

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

Company Name Mechanical Service Company

Address 5440 Northshore Dr

City North Little Rock State AR Zip 72118

Phone 501-374-5420 Fax 501-370-9298

Email of Authorized Representative memmerling@powersar.com

Name of Authorized Representative Mark Emmerling

Title President

Signature of Authorized Representative 

Date 3-13-2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/26/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	+1 (903) 243-4759			Department
Fax	+1 (866) 749-6674			Building
Bid Number	180205			Floor/Room
Title	Trades, Labor and Materials 2 (JOC)	Department		Telephone
Bid Type	RFP	Building		Fax
Issue Date	2/1/2018 08:04 AM (CT)			Email
Close Date	3/16/2018 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	Powers MSC (Mechanical Service Company)
Address	5440 Northshore Drive North Little Rock, AR 72118-5319
Contact	
Department	
Building	
Floor/Room	
Telephone	(501) 374-5420
Fax	(501) 370-9298
Email	
Submitted	3/16/2018 01:14:36 PM (CT)
Total	\$0.00

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

Signature Mark Emmerling

Email memmerling@powersar.com

Supplier Notes

Bid Notes

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

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AR, TX, MS,TN,OK,LA,MO
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.)	Headquartered in North Little Rock, AR, Mechanical Service Company is the largest privately held Building HVAC, CONTROLS, and SERVICE Company in the state with more than 160 highly trained employees, including more than 100 installation and service technicians. Mechanical Services Company offers a full range of Building HVAC Systems technologies. Mechanical Service Company provides mechanical and controls services specializing in total system service, full coverage, preventive maintenance which covers all HVAC mechanical and controls systems from chillers, boilers, air handling units, rooftop units, building automation to central plants and facilities maintenance.
6	Primary Contact Name	Primary Contact Name	Mark Emmerling
7	Primary Contact Title	Primary Contact Title	President
8	Primary Contact Email	Primary Contact Email	memmerling@powersar.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-374-5420
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-370-9298
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-690-4822

12	Secondary Contact Name	Secondary Contact Name	Lisa Barnett
13	Secondary Contact Title	Secondary Contact Title	Service Coordinator
14	Secondary Contact Email	Secondary Contact Email	Lbarnett@powersar.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-374-5420
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-370-9298
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-366-9713
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Travis McCaghren
19	Admin Fee Contact Email	Admin Fee Contact Email	tmccaghren@powersar.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-374-5420
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Lisa Barnett
22	Purchase Order Contact Email	Purchase Order Contact Email	lbarnett@powersar.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501-374-5420
24	Company Website	Company Website (Format - www.company.com)	www.p-msc.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-0651556
26	Primary Address	Primary Address	5440 Northshore Drive
27	Primary Address City	Primary Address City	North Little Rock
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Arkansas
29	Primary Address Zip	Primary Address Zip	72118

30 Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	HVAC Service, HVAC Retrofits, HVAC equipment installation, Siemens Building Automation Systems (Apogee & Desigo CC, Talon), Tridium, HVAC Equipment, HVAC Commercial Service, Full Mechanical Services, Powers, Intelligent Control Service, HVAC Commercial Equipment, TAB services, Energy Consulting Services, Building, Energy Savings Team, Recommissioning, Commissioning/Start-up, HVAC Equipment installation/Retrofit, Equipment Sales: Air Monitor, AAON, < Bosch, Cook, Airedale, Cook, Data Aire, Dectron, Dell Corp, Delta Controls, Delta Cooling Towers, Enviro-Tec, Florida Heat Pumps, Hastings HVAC, Heatfab, Herrmidifier, Krueger Air, Distribution, Lennox, LG, LJ Wing, Motivair, Pottorff, LinLab, Smardt Chillers, Seasons-4 Air Handlers, Yaskawa Drives, ToxAlert International, USA Coil and Air, Blue Ridge Lighting, FabricAir, Powered Aire Inc, SkyBlade, VTS Air Handlers, Nepronic, Rayall
31 Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32 Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33 Company Residence (City)	Vendor's principal place of business is in the city of?	North Little Rock
34 Company Residence (State)	Vendor's principal place of business is in the state of?	Arkansas

35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
40	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
42	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	14
44	Years Experience	Company years experience in this category?	33
45	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES

46 Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
47 NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:	(No Response Required)
	<p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	
48 Texas HB 89- Texas Government code §2270 compliance	Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.	YES
	<p>The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.</p> <p>I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8. FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL. I swear and affirm that the above is true and correct by a "YES" response.</p>	

- 49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 50 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No
- 51 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 52 Regulatory Standing Regulatory Standing explanation of no answer on previous question.
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
 - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
 - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
 - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

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

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

55 Suspension or Debarment Certification

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

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

56 Non-Discrimination Statement and Certification

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

Not a negotiable term. Failure to agree will render your

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

57 2 CFR PART 200 Contract Provisions Explanation

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

(No Response Required)

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

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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

58 2 CFR PART 200 Contracts

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

Yes

59 2 CFR PART 200 Termination

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

Yes

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

60	2 CFR PART 200 Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

63	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
64	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from</p> <p>indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as</p> <p>ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for</p> <p>any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently</p> <p>performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on</p> <p>behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in</p> <p>the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to</p> <p>indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated</p> <p>damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified</p> <p>with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree</p> <p>to these terms?</p>	Yes

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

66 Remedies Explanation of No Answer

67	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
----	---------------	---	-----

68	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes
----	-------------------------------------	--	-----

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

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

76 Payment Terms and Funding Out Clause

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

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

77 Insurance and Fingerprint Requirements Information

Insurance (No Response Required)
If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and
(2) has or will have direct contact with students
Then you have "covered" employees for purposes of completing the attached form.
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

78 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

None

79 Solicitation Deviation/Compliance

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

Yes

80	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
81	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
82	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	
83	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items

Response Total: \$0.00

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
White Hall School Distirct	Jackie Mossburg	MossburgJ@whsd.k12.ar.us	870-247-4783
Osceola School District	Richard Ford	rfordgca@oed1.org	870-557-5984
Jefferson Labs – NCTR	Adam Scully	Adam.Scully@fda.hhs.gov	870-543-7231
John Brown University	Steve Brankle	sbrankle@jbu.edu	479-524-7209
University of Arkansas at Monticello	Rusty Rippe	rippee@uamont.edu	870-723-3554
Lake Halimton School District	Chad Wallgren	Chad.wallgren@lhwolves.net	501-463-8346
Perryville School District	Dr. Walt Davis	andrea.crowder@perryvilleschool.org	501-889-2327

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.

Mechanical Service Company

5440 Northshore Dr North Little Rock Ar,72118

Name/Address of Organization

Mark Emmerling /President

Name/Title of Submitting Official


Signature

3-13-2018

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: Mark Emmerling
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

OR

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

Signature of Authorized Company Official: 

OR

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

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

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

OFFERER: Mechanical Service Company
(Name of Corporation)

I, Ronald A Hope certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Mark Emmerling
(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.

n/a
CORPORATE SEAL if available

[Handwritten Signature]
SIGNATURE

3-15-2018
DATE

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

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

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

YES or NO

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

YES or NO

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

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

(b) Affirmative steps must include:

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

Company Name Mechanical Service Company

Print name of authorized representative Mark Emmerling

Signature of authorized representative _____

Date 3-13-2018

Texas Government Code 2270 Verification Form

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

The relevant section addressed by this form reads as follows:

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

I, Mark Emmerling as an authorized representative of
Mechanical Service Company, a contractor/vendor
Insert Name of Company

engaged by

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

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

AND

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

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


Signature of Named Authorized Company Representative

3/13/2018
Date

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

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

The TIPS OR TIPS MEMBERS is the subgrantee or Subrecipient by definition. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200

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

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

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

Does vendor agree? YES WZ Initial of Authorized Company Official

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

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

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

Does vendor agree? YES ME Initial of Authorized Company Official

Company Name Mechanical Service Company

Print name of authorized representative Mark Emmerling

Signature of authorized representative 

Date 3/13/2018

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

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

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

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

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

Name of company claiming confidential status of material

Printed Name and Title 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

Signature _____ Date _____

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

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

Mechanical Service Company
Name of company expressly waiving confidential status of material

Mark Emmerling / President
Printed Name and Title of authorized company officer expressly waiving confidential status of material

5440 Northshore Dr North Little Rock AR 72118 501-3745420
Address City State ZIP Phone

Signature  Date 3/13/2018



3 Parkway
Suite 1500
Philadelphia, PA 19102
215-606-1600 Main
866 472 8845 Toll Free
866 637 5861 Fax

Date: February 16, 2018

Obligee: ***Interlocal Purchasing System***
4845 Highway 271 North
Pittsburg, TX. 75686

Re: ***TIPS/TAPS Bonding – Mechanical service Company dba Powers-MSC***

GOOD GUY LETTER/RFQ

We understand that **Mechanical Service Company dba Powers-MSC** (Contractor) is in the process of responding to a Request for Qualifications (RFQ) for your consideration. Arch Insurance Company (Surety) will act as Surety, for the Contractor. Our A.M. Best Rating is A+.

We have considered bonds in the range of \$1,000,000 with an aggregate work program of \$2,000,000.

This is to advise that should you award the contract to **Mechanical Service Company dba Powers-MSC** (Contractor) as described above, Arch Insurance Group will issue 100% Payment and Performance Bonds on behalf of **Mechanical Service Company dba Powers-MSC** (Contractor) for the Project as required. Issuance of the bonds is subject to application of Arch's usual and customary underwriting standards and risk selection criteria, including satisfactory contract terms and provisions, satisfactory bond forms, our receipt of and satisfaction with current underwriting information from **Mechanical Service Company dba Powers-MSC** (Contractor), evidence of adequate owner financing, and an appropriate request from **Mechanical Service Company dba Powers-MSC** (Contractor) for us to provide the bonds.

This letter does not constitute an assumption of liability. The issuance of bonds in connection with this Project is a matter solely between the Surety and Contractor. We assume no liability to you or to any third party by the issuance of this letter.

Regards,

A handwritten signature in blue ink that reads "Elizabeth Browning". The signature is written in a cursive, flowing style.

Elizabeth Browning, Attorney-in-Fact
Arch Insurance Company

Warranty Information

On all supplies, equipment and services provided by Mechanical Service Company will include the manufacturer's minimum standard warranty unless otherwise agreed to in writing. Normal warranty period, unless stated in writing, will be for a period of one (1) year from the Date of Substantial Completion of a project or delivery of equipment. Mechanical Service Company is an authorized dealer and/or distributor for the products that we offer. All equipment proposed will be new unless clearly stated in writing.

Mechanical Service Company – Supplementary Information

Please see attached Supplementary Information for Mechanical Service Company.

Mechanical Service Company - Company Profile

1. Company's official registered name:
Mechanical Service Company (DBA) Powers MSC

2. Brief history of your company, including the year it was established.
 - Please see attached history of Mechanical Service Company. Also a history of the Company and general information can be observed in video form on our website (<http://www.powersar.com/videos>).

3. Corporate office location:
 - Office Location:
5440 Northshore Drive, North Little Rock, Arkansas
Phone: 501-374-5420, Fax: 501-370-9298

4. List the total number of sales persons employed by your organization within the United States, broken down by market.
 - Mechanical Service Company operates and provides services within the State of Arkansas. Sales staff are broken down by areas of focus with internal support for each segment:
 - o Customer Account Managers – Total of 11 – Focus is on the entire customer base of over 350 customers ranges from K-12 educational facilities to Higher Education, Hospitals and Medical Facilities, Federal and State government buildings, Commercial buildings. This group is on the road meeting with existing and new customers on a daily basis. This is the group that utilizes and markets the availability of the Tips Contracts.
 - o Mechanical Project Sales Staff – Total of 4 – Focus is primary existing and new Customer installation of Mechanical equipment that is not part of the bid/spec market – Owner directed..

5. List the number of location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
 - Main Office:
 - o Main Office
 - Contact: Mark Emmerling, President
Email: memmerling@powersar.com
5440 Northshore Drive, North Little Rock, AR 72118
Office: 501-374-5420 Cell: 501-690-4822
 - o Northwest Arkansas Office
 - Contact: David Squires, Service manager Sales Engineer
Email: Dsquires@powersar.com
1219 Wagon Wheel Road, Springdale, AR 72764-7906
Office: 479-927-9999 Cell: 501-590-8178

6. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

- A. Sales
- B. Sales Support
- C. Marketing
- D. Financial Reporting
- E. Executive Support

- Please see attached detailed Key contract sheet with associated Resumes of key staff in the organization.

7. Define your standard terms of payment.
a. Normal Payment terms are Net 15 days

8. Overall annual sales for the last three (3) years; 2014, 2015, 2016
a. 2015 – 13,300,000
b. 2016 – 14,300,000
c. 2017 – 16,300,000

9. What differentiates your company from competitors?

Mechanical Service Company main differentiator is our focus on meeting the needs of our **Customer**. Our tag line "***Creating Customers for Life***" is a constant focus that is reinforced daily with our staff and how we conduct our business.

At Powers MSC, we are unique in that we have developed strategic relationships with multiple manufacturers and system developers that enable us to offer our **Customers** a wide range of options based on the best technology available. The products we represent are engineered for flexibility and performance, and offer innovative solutions for our customers' specific requirements. Our focus is to match building system needs to the equipment that best performs the task at the lowest life-cycle cost.

An additional differentiator is how Powers MSC invests directly in the technical training and resources that make our employees the best of the best. With more than 60 highly trained employees and a wealth of technical and service knowledge.

Marketing/Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

Mechanical Service Company approaches marketing through a number of media options (Email announcements, mailings, business periodicals, press releases). Our website is also an area of focus for our marketing effort. We are constantly updated our website as additional offerings are being added to our portfolio for services (www.Powersar.com).

In addition, we participate in a large number of association meetings for the K-12, and Higher Education organizations. At each of these events we participate as sponsors and participate with a vendor booth. At these booths we have visual displays that identify that we are a Tips vendor.

Upon receiving this Tips Contract we will be updating our website to identify that we are a Tips vendor and will send out an announcement mailer to our 350+ customer to communicate that we received the Tips Contract.

2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Our approach to demonstrating the benefits of this Contract:

- Through demonstrating the cost savings related to bid process.
- To provide one company that can provide multiple services to provide a single point of contact.
- Provides an upfront published cost structure that can be verified by a second party (Tips Group).
- Allows a customer to select a vendor with a proven record and not be forced to choose a vendor only based on costs.
- Develop a relationship with a vendor "Customer for Life" that is based on performance.

3. Explain how your company plans to market this agreement to existing government customers.

Currently Mechanical Service Company has a large number of government customers. Through our Customer Account Manager staff we are constantly communicating with them about future and upcoming projects. As part of this communication, we are constantly providing them with support information related to the Tips programming and how it can be used to help them through the bidding process.

4. Provide the revenue that your organization anticipates for the first three (3) years of this agreement.

\$300,000.00 in year one

\$500,000.00 in year two

\$750,000.00 in year three

Company Profile – Item # 2: Company History

Please see attached for additional details related to the history for Mechanical Service Company.

The History of Mechanical Service Company

Mechanical Service Company was started by Rick Lewis, Ron Hope and Lisa Hope in February of 2004. The goal of the company was to provide mechanical service and mechanical system retrofits to the commercial building market.

Starting with only two technicians, Mechanical Service Company grew to six technicians by the summer of 2005. In August of 2005 Mechanical Service Company partnered with Powers of Arkansas to perform all of the mechanical service Powers of Arkansas had under contract. During this partnership Mechanical Service Company created a dba Powers-MSC to reflect the new partnership with Powers of Arkansas. Powers-MSC hired the Powers of Arkansas mechanical service technicians and became a company with 20 technicians and service contracts across Arkansas.

Powers-MSC continued to add mechanical technicians, retrofit project technicians, Account Managers, and support staff. In 2008 when Powers-MSC moved from Little Rock to North Little Rock, the company employed over 45 people.

Powers-MSC performs HVAC mechanical service, mechanical equipment start-up, HVAC system retrofits and replacements and works to solve any HVAC issue for the customer.

Today, because our customers continue to need more and more of our services, Powers-MSC has over 50 mechanical service technicians, Account Managers, and support staff for a total of 68 employees. Powers-MSC is the largest mechanical service company in Arkansas.

The original goal is being met every day. Now our mission is to create customers for life.



BUILDING HVAC, CONTROLS, & SERVICE

5440 Northshore Drive
North Little Rock, Arkansas 72118-5319

P.O. Box 8112
Little Rock, Arkansas 72203-8112

501.374.5420 * Fax 501.370.9298

Experience

More than 400 Customers in Arkansas – (Site Sample listings below)

- 30 - **K-12 Education** Institutional Facilities
- 41 - Higher Education Institutional Facilities
- 160 - Commercial Buildings
- 85 - Healthcare Facilities
- 20 - Federal Government Agencies
- 40 - State Government Agencies
- 19 - Industrial Facilities/Plants
- 5 - Utility Facilities

A. K-12 Education

1. DeQueen Public Schools
2. Dover School District
3. Farmington High School
4. Forrest City High School
5. Golden Eagles High School
6. Green Forest Public Schools
7. Little Rock School District
8. Lonoke School District
9. Neosho Middle School
10. Osceola School District
11. Pulaski County Special School District
12. Rogers Public Schools
13. Searcy Special School District
14. Batesville Southside School
15. Fort Smith Southside School
16. Truman School District
17. Valley View High School
18. White Hall School District
19. Dover Public Schools
20. Green County Schools
21. Cave City Schools

B. Higher Education

1. ***Arkansas School for Math, Sciences and Arts***
 1. Arkansas Tech University
 2. Henderson State University
 3. John Brown University
 4. Lyon College
 5. National Park Community College
 6. Ouachita Baptist University
 7. *Southern Arkansas University*
 8. University of Arkansas at Fayetteville
 9. University of Arkansas at Monticello
 10. University of Arkansas at Little Rock
 11. *University of Arkansas at Pine Bluff*
 12. *University of Arkansas Systems Office*
 13. UALR Law School

C. Federal

1. GSA Federal Buildings, Little Rock, Batesville, Ft. Smith, Fayetteville, Helena, Hot Springs, Pine Bluff
2. Central Arkansas Veterans Healthcare System, Little Rock, North Little Rock and Fayetteville
3. National Center for Toxicological Research, Jefferson, Arkansas
4. Pine Bluff Arsenal, Jefferson, Arkansas

D. State Facilities

1. Arkansas State Capitol
2. Arkansas Governor's Mansion
3. Arkansas Department of Education
4. Arkansas Department of Environmental Quality
5. Arkansas Department of Finance & Administration
6. Mt. Magazine Lodge

E. Healthcare

1. University of Arkansas for Medical Sciences, Little Rock
2. University of Arkansas for Medical Sciences, Northwest
3. Conway Regional Medical Center
4. Baptist Medical Center, Little Rock and North Little Rock
5. Central Arkansas Veterans Health Care System
6. Northwest Medical Center, Springdale
7. Saline Memorial Medical Center, Benton

8. St. Joseph Regional Medical Center, Hot Springs
9. Drew County Memorial Hospital, Monticello
10. Medical Center of South Arkansas, Eldorado
11. White River Medical Center, Batesville
12. Stone County Medical Center, Mountain View
13. Arkansas State Hospital

F. Commercial Office Buildings

1. Arkansas Teacher Retirement Headquarters
2. Bank of America (Downtown Little Rock)
3. Blue Cross Blue Shield
4. Fidelity
5. Financial Center II
6. Metropolitan Tower (Downtown Little Rock)
7. Regions Bank Building (Downtown Little Rock)
8. Simmons Bank, Pine Bluff
9. Union Plaza (Downtown Little Rock)
10. Victory Building

G. Other facilities

1. Crystal Bridges Museum of American Art
2. Raytheon
3. Nuclear One
4. Clinton Presidential Center
5. Clinton Presidential Museum Store
6. Hot Springs Bath Houses
7. Air National Guard
8. Army National Guard

Years of Experience

With our headquarters in North Little Rock, **Powers** is an Arkansas-owned enterprise with more than 160 highly trained employees, including more than 120 installation and service technicians, with a wealth of technical and service knowledge. We can solve your problems.

Our staff is located throughout the state. Our team brings the best experience and accomplished expertise to bear on each of your projects.

Average number of years of experience per employee:

- **Sales force** = 30 years
- **Engineers** = 28 years
- **Installation technicians** = 15 years
- **Service technicians** = 15 years
- **Management** = 30 years

We invest directly in the technical training and resources that make our employees the best of the best. You will not find a more dedicated or capable group of professionals in the industry. We know how to install, start-up, program, and maintain control systems in higher education better than any controls company in the region. We want to be your control and service company of choice.

CASE STUDY

PROJECT:
Water Chiller Replacement

CUSTOMER:
Simmons Tower

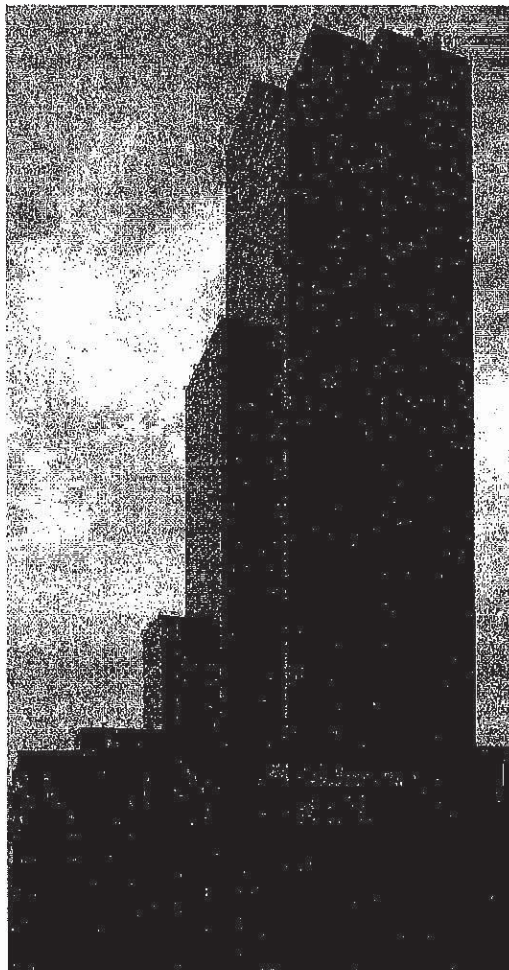
HIGHLIGHTS:

- Installation of SMARTD oil-less, magnetic-bearing water chillers, including one 350-ton and two 500-ton chillers, in the 740,000-square-foot office tower
- Replacement and upgrade of Siemens controls serving chiller plant
- Retrofit of tower water system for variable tower water flow
- Staggered replacement of chillers to maintain service to building
- Total cost: \$1,004,000
- Projected energy savings: 2,552,000 kWh per year/\$200,000 per year
- Simple payback: less than three years including \$426,377 rebate
- Project duration: five months
- Winner of the ACEC 2012/2013 Engineering Excellence Award, Large Category for Energy, Brown Engineers, Mark Ealen, PE

With rising energy costs, HVAC systems must perform more efficiently. With 25-year-old inefficient chillers and progressively higher costs to maintain the chillers, it became apparent to the management of the Simmons Tower that it was replacement time.

Flake & Kelley Commercial came to Powers to develop a plan to replace 1,350 tons of cooling capacity with the lowest first-cost and highest efficiency possible. Powers met the challenge by selecting and installing chillers that fit the space, matched the existing pumping capacity and electrical services, and were the least disruptive to the building structure and access during installation.

Powers also assisted Flake & Kelley in working with the local utility to obtain a rebate of \$426,377 based on the energy savings of the new chillers.



When faced with a large capital outlay to replace old, inefficient chillers, we turned to Powers. Powers had the complete team approach, technical expertise, Siemens controls, Smartd chillers, energy analysis, and a commitment to get it done right. Look at the result. Incredible!

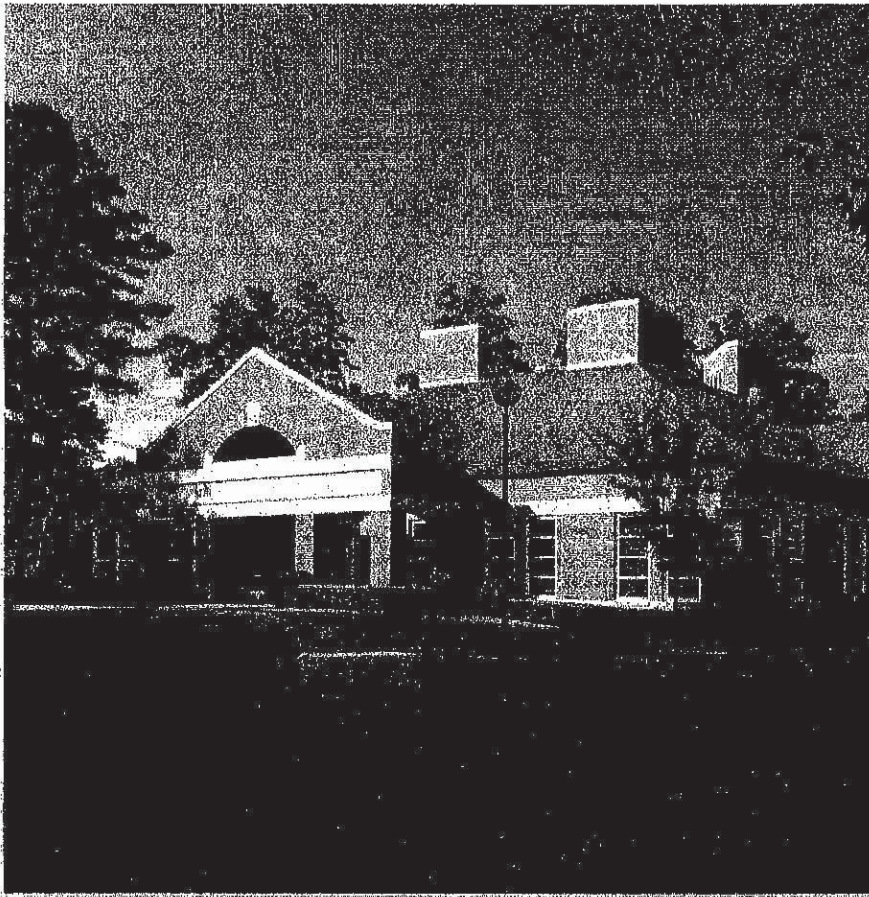
Hank Kelley
CEO and Partner
Flake & Kelley Commercial
Little Rock

WHAT WE DO

- Building Automation and Controls
- Controls Service and Mechanical Service
- HVAC Equipment
- Air Distribution
- NEBB and TAB (Test, Adjust, and Balance)
- Energy Strategies
- Retrofit Projects
- Facility HVAC Service
- Interoperability, BACnet, etc.
- Powers Intelligent Control
- Solutions for HVAC Problems
- Training

CREATING
CUSTOMERS
FOR LIFE
POWERS
BUILDING HVAC, CONTROLS, & SERVICE

CASE STUDY



As the UA System, we believe leadership is best when demonstrated. The retro-commissioning efforts by Powers is a testament to how we can achieve better stewardship of our utility budgets and still remain comfortable.

Ann Kemp
Vice President for Administration
University of Arkansas System
Little Rock

CUSTOMER:
UNIVERSITY OF ARKANSAS SYSTEM OFFICES

PROJECT:
RETRO COMMISSIONING

At the request of the University of Arkansas and TME consulting Engineers, Powers of Arkansas provided investigation services to identify and correct issues preventing the facility from obtaining a reasonable Energy Star rating.

Powers technicians implemented suggested energy savings ideas as well as completed a thorough discovery of the HVAC equipment and energy management system to identify and correct deficiencies in the existing HVAC system. Similar to other facilities where this technique has proven successful, repairs to the HVAC system, on/off scheduling of equipment, temperature setbacks, and revised sequences of operations have led to high energy savings and a more manageable building.

CREATING
CUSTOMERS
FOR LIFE
POWERS
BUILDING HVAC, CONTROLS, & SERVICE

CASE STUDY

PROJECT HIGHLIGHTS UNIVERSITY OF ARKANSAS SYSTEM OFFICES

- Project completion: February 2012
- Investigation & repair material & labor costs: \$13,000
- Utility cost savings, initial seven months: \$8,932
- Utility cost savings, projected annual savings: \$18,300
- Simple payback: less than nine months

What do our Customers want? Worry-free, comfortable buildings that are energy efficient. We deliver for our Customers.

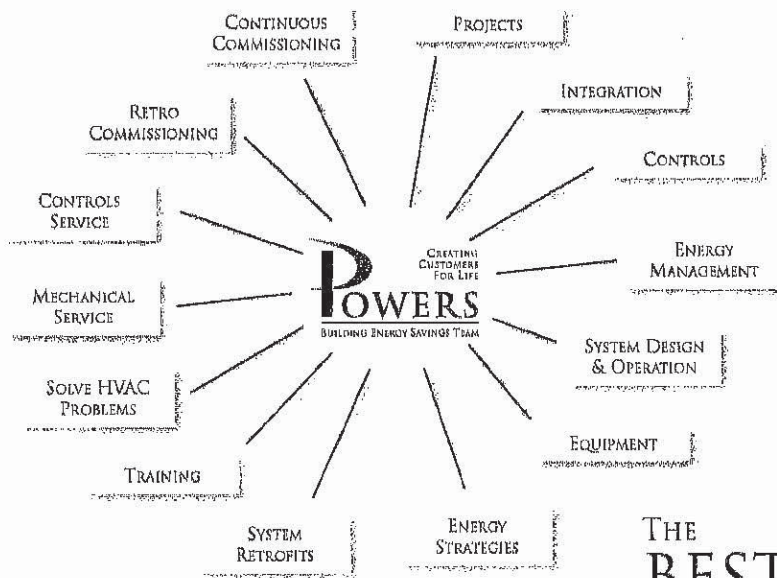
Powers is a locally owned, Arkansas-based enterprise offering a full range of commercial HVAC equipment and building automation controls systems that can cut costs, save energy, and protect the environment.

As an authorized Independent Field Office for Siemens Industries, Inc., we offer building owners and managers the most advanced HVAC building automation and controls system on the market—Siemens APOGEE. We also offer maintenance and repair services, as well as energy strategies designed to maximize energy efficiency and minimize costs.



Great people, great Siemens products, and great service. This is how we create customers for life. To learn more, contact **Ron McCarty** at 501.350.5728 or 501.374.5420 or rmccarty@powersar.com.

—Alan Hope
President and CEO
Powers of Arkansas



THE BEST



CASE STUDY



CUSTOMER:
UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES

PROJECT:
FAMILY MEDICAL CLINIC RETRO COMMISSIONING

How do we maximize our budgets while improving our environment? We teamed with Powers to provide a unique retro-commissioning partnership that has proven we can lower utility costs, improve comfort, and replicate throughout UAMS.

Mark Kennedy
Vice Chancellor for
Campus Operations
University of Arkansas
for Medical Sciences
Little Rock

Working in partnership with TME Consulting Engineers and the Engineering & Operations Section of the University of Arkansas for Medical Sciences, Powers of Arkansas led the investigation and implementation of solutions to improve the building comfort and energy use. Powers technicians teamed with UAMS E&O technicians to identify and correct deficiencies in the existing HVAC system by making repairs and implementing revised sequences of operations to reduce energy use.

Powers also implemented an economical solution to scheduling the HVAC and lighting systems, including the addition of motion sensors to determine if spaces were unoccupied during the normal business day.

As a part of continually commissioning the building, Powers implemented a dashboard to immediately notify the UAMS E&O technicians of failures and conditions in the HVAC system that were out of compliance with the energy-saving measures implemented under the program.

CREATING
CUSTOMERS
FOR LIFE
POWERS
BUILDING HVAC CONTROLS & SERVICE

CASE STUDY

PROJECT HIGHLIGHTS UAMS FAMILY MEDICAL CLINIC

- Project investigation and implementation completion: March 2012
- Investigation & repair material & labor costs: \$22,500
- Lighting & occupancy system retrofit costs: \$25,000
- Utility cost savings, initial six months: \$46,996
- Utility cost savings, projected annual savings: \$70,389
- Simple payback: eight months

At Powers, we look to help our Customers. From working alongside them to creating better environments, we are building relationships.

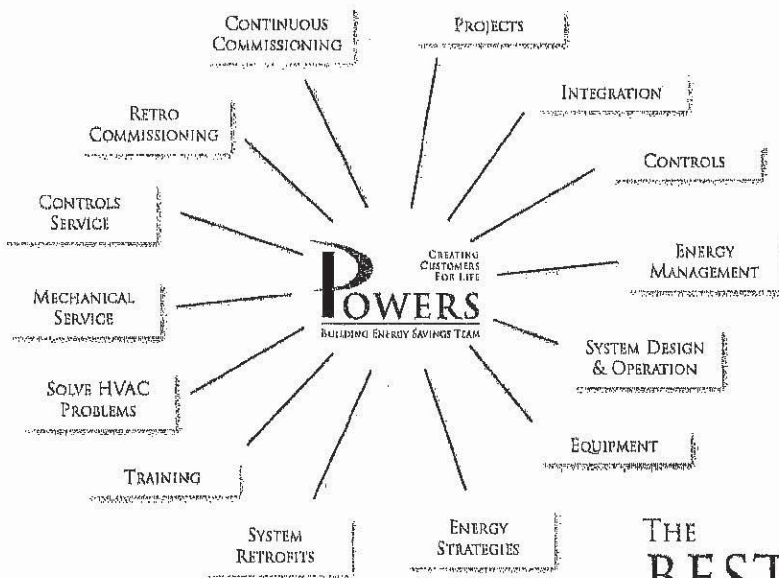
—Alan Hope
President and CEO
Powers of Arkansas

Powers is a locally owned, Arkansas-based enterprise offering a full range of commercial HVAC equipment and building automation controls systems that can cut costs, save energy, and protect the environment.

As an authorized Independent Field Office for Siemens Industries, Inc., we offer building owners and managers the most advanced HVAC building automation and controls system on the market—Siemens APOGEE. We also offer maintenance and repair services, as well as energy strategies designed to maximize energy efficiency and minimize costs.



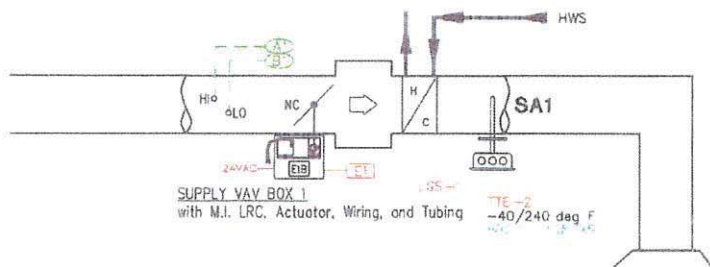
Great people, great Siemens products, and great service. This is how we create customers for life. To learn more, contact **Ron McCarty** at 501.350.5728 or 501.374.5420 or rmccarty@powersar.com.



THE
BEST



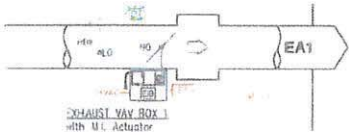
CREATING CUSTOMERS FOR LIFE BUILDING HVAC, CONTROLS, & SERVICE



CREATING
CUSTOMERS
FOR LIFE

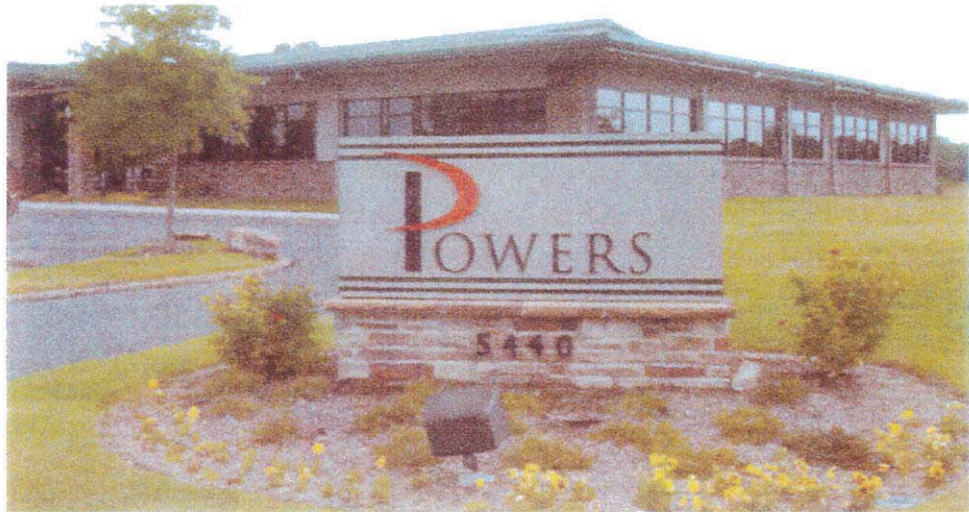
POWERS

BUILDING HVAC CONTROLS & SERVICE



"Customers for life ... Everything Powers does demonstrates that they really strive to keep me as a customer. They are professional and well trained, and they work hard until the project is complete or the problem solved. They have me as a customer for life."

John Hardman
Ouachita Baptist University



BUILDING TEAMWORK

"Success is simple. Do what's right, the right way, at the right time."

—Arnold H. Glasow

are confident we can provide you with best-of-class solutions for your building control systems.

At Powers, we have put together the most accomplished group of professionals in the building HVAC, controls, and service industry to serve you. Our goal is to make your buildings comfortable and efficient to operate. And we have the tools to do just that.

We offer Powers **BEST**, "Building Energy Savings Team," made up of our experienced HVAC experts who include control specialists, service techs, energy managers, engineers, and leadership. Powers BEST focuses on your facilities to optimize building performance and energy savings. We are dedicated to staying ahead of the changes in integrated building systems and making these innovations available to you and your clients. By offering world-renowned Siemens building automation tools, we

We are also deeply committed to providing you with solutions for your building HVAC, controls, and service needs. The equipment and services we offer will help you improve comfort and keep operating costs low.

We are proud of our role as an industry leader. That's why we're dedicated to acquiring and maintaining the right people, technologies, and skills to help us deliver the highest levels of service to our clients. It's the best way we've found to keep creating customers for life.

Alan Hope
President



BUILDING SOLUTIONS

Our **Energy Management System** controls your HVAC systems. Along with our maintenance service, we can help you save energy and reduce costs.

At Powers, we offer a full range of commercial HVAC control systems and equipment that can cut costs, save energy, and protect the environment. Service is key, so we offer complete inspection, maintenance, and repair services. Headquartered in North Little Rock, we carry out operations across Arkansas.

Our professionals will work with you, your staff, your architect, engineer, or contractor to develop a customized solution tailored to your budget and specifications. We are committed to staying on the cutting edge of new technologies that can offer added value.

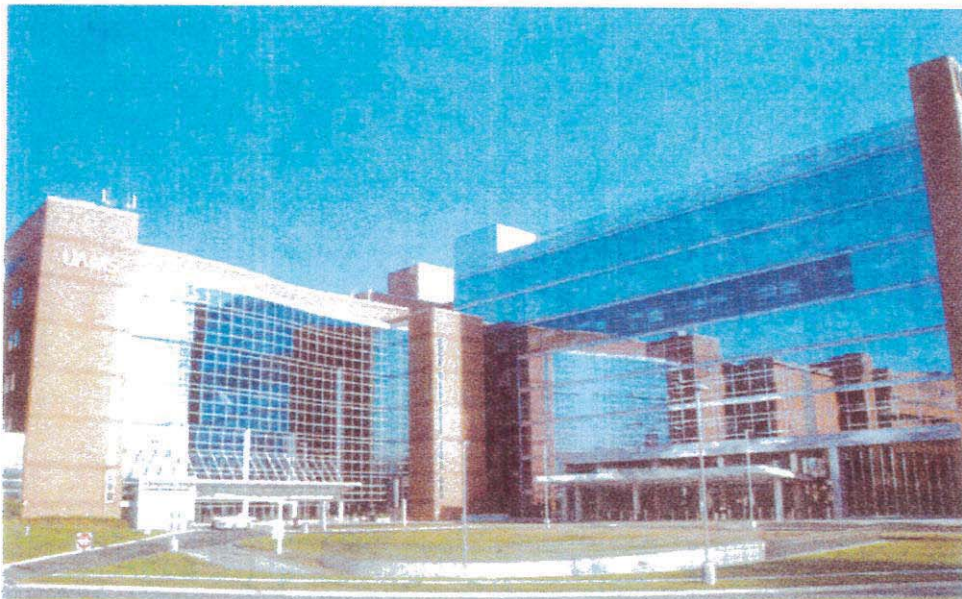
We have the capabilities to help you manage your energy use more efficiently:

- › Energy strategies
- › Controls
- › Mechanical service
- › Utility rate optimization
- › Specifications
- › Budget development
- › Quality installation
- › Efficient start-up and turnover
- › Remote monitoring
- › Critical diagnostics
- › Continuous commissioning
- › Operational analysis
- › Ongoing service and maintenance

In addition, we have strategic relationships with multiple manufacturers and system developers that enable us to customize your systems with the appropriate technology at the best price.

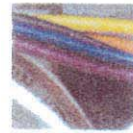
"Powers of Arkansas has always been very committed to their customers. At UAMS they have assisted on all phases of construction projects, including planning, design, and actual construction. Powers strives to insure that construction projects are completed in a timely manner and systems are working properly before they are turned over to the owner."

Brian Cotten, P.E.
University of Arkansas
for Medical Sciences



University of Arkansas for Medical Sciences/Little Rock





"Powers of Arkansas is by far the premier HVAC controls sales and service company in the industry. Their technical expertise, knowledge of their products, ability to problem solve, and willingness to help far exceed our expectations. We've used Powers for years as our service company and for new installations, and have found no other company that delivers the quality of work and dependability that these people provide."

Neal Mauldin
Conway Regional
Medical Center



BUILDING CONTROLS

Powers of Arkansas is an independent field office for Siemens Building Technologies, USA. Siemens is the global leader in providing technically and commercially integrated, high-value solutions and services for the technical infrastructure of buildings. We work closely with our partners at Siemens to put their superior products and expertise to work for our clients.

CONTROLS

With Siemens APOGEE as our foundation in controls, we can help you regardless of which brand of controls you have in your building. In Arkansas, Powers is *the* CONTROLS Company.

ENERGY MANAGEMENT SYSTEMS

Conserving energy while maintaining comfort is our expertise. With APOGEE, we get results.



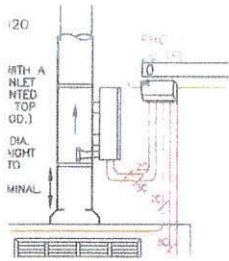
ADVANTAGES OF SIEMENS INTEGRATION:

- **Adaptability**—easy to adjust to new needs and new technologies
- **Dependability**—an installed base of proven systems going back more than two decades
- **Accessibility**—remote monitoring and control features
- **Innovation**—integration, adaptive control, and wireless technologies
- **Open**—system architecture that is forward thinking and flexible
- **Past-Future Conscious**—forward and backward compatibility

SIEMENS SYSTEMS INTEGRATION

Siemens integration solutions are based on a flexible, open architecture that allows you to choose the best mechanical solutions for your building. We give you freedom of choice in managing diverse protocols and systems.

Using systems integration solutions from Siemens, we can bring together HVAC, building automation, lighting, laboratory, power, and hundreds of third-party systems. This one-source integration maximizes the future and flexibility of your building systems with great expertise for both simple and complex integration projects.



BUILDING ENERGY SAVINGS TEAM

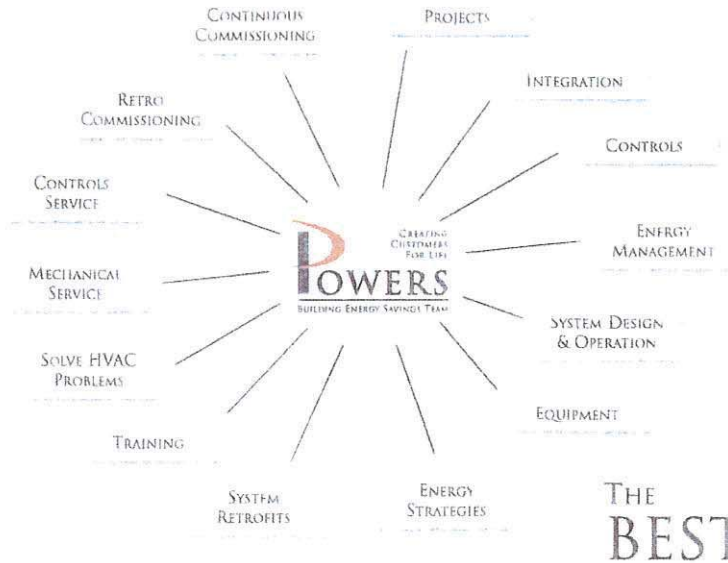
Over a 30-year period, initial building costs account for only 2% of the total cost of most buildings, with energy being the largest portion of the operating and maintenance expenditures.

Powers BEST—our **Building Energy Savings Team**—is designed to help make buildings operate better at the lowest cost. This team draws on our experts in building automation controls, energy management systems, mechanical service, controls service, mechanical system design, mechanical system operations, utility rates, and building operations.

Our approach is to meet with the building's owner and the maintenance staff to gather initial information and set goals. After a walk-through, a building systems analysis, and a utility bill review, we present a plan of measures we can implement to meet their goals of reduced consumption and lower energy costs.

As part of each BEST plan, our team checks all of the equipment for proper operation, uses the energy management system to maximize energy conservation while maintaining comfort, verifies proper lighting levels, and provides continuous monitoring of the building to ensure all is operating as intended.

The BEST of Powers is performed through a BEST contract that includes assessment and identification of building systems and energy use, implementation of corrective measures, maintenance of the mechanical and controls system, and utilization of the energy management system to optimize energy use and comfort.



THE BEST

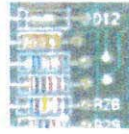
ONLY THE BEST

Average number of years of experience per employee:

- > Sales force = 28 years
- > Engineers = 27 years
- > Installation technicians = 12 years
- > Service technicians = 14 years
- > Management = 29 years

We invest directly in the technical training and resources that make our employees the best of the best. You will not find a more dedicated or capable group of professionals in the industry.





Powers was named
Arkansas Business
of the Year for 2010

by ARKANSAS BUSINESS
magazine, and

Siemens has

selected Powers as

Independent Field

Office of the Year

for both 2010 and

2011.

BUILDING SERVICE MECHANICAL SERVICE & CONTROLS SERVICE

Service is the key to helping you maintain your building systems for the life of the facilities. Service, inspection, maintenance, and repair are key roles we play. Whether we perform these services for you or train your staff to do so, we are committed to the level of effort and partnership you need to keep your systems operating effectively and efficiently.

Our mechanical and controls service provided under our Powers Mechanical Service Company (**Powers-MS**C) specializes in total system service. We cover all the HVAC mechanical and controls systems—from chillers, boilers, air

handling units, and pumps to central plants and facilities maintenance. Our technicians are factory trained on all major HVAC equipment and control systems.

With 24/7 coverage and emergency service, we are available when you need us and are prepared to handle any call for prompt mechanical service needs.



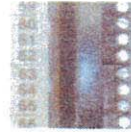
BUILDING ENERGY STRATEGIES

Many factors affect a company's energy costs—some more evident than others. At Powers, we have found that every facility has opportunities for cutting energy costs. We formed Powers Energy Strategies specifically to help commercial, industrial, governmental, and institutional facilities do just that.

Our highly trained professionals can help you develop a **Strategic Energy Plan** to identify and implement energy cost-reduction projects. Among other things, these projects can include auditing historical utility bills, performing rate analyses and evaluations, evaluating and negotiating contracts, performing energy audits and evaluations, and measuring and verifying results.

OTHER ENERGY SERVICES

- > Energy studies
- > Metering and submetering
- > Efficient lighting retrofits
- > Efficient HVAC retrofits
- > Power factor analysis/correction
- > Retro commissioning
- > Energy management systems
- > Power quality analysis
- > LEED™ certification
- > ENERGY STAR program
- > Natural gas transportation
- > Natural gas by-pass
- > Cost/consumption reports
- > Bill payment services
- > Account/meter aggregation



BUILDING SUCCESS

Confidence in the company that provides the building systems is critical to the success of your facility or project, both now and in the future. Consider these key strengths that Powers brings to the table when making your decision:

- A broad range of technical and application capabilities
- Systems that have demonstrated compatibility by design
- Significant local project management expertise
- An unparalleled range of product and service offerings
- Experienced and trained engineers, technical sales, and technicians
- Ongoing building services support and training programs
- The desire to help you succeed



Metropolitan Tower/Little Rock

"Powers has been a good partner with us in the effort to improve both efficiency and reliability of our building systems. According to our Facilities Manger, the number of problem calls related to comfort level within our facilities has dropped significantly even with the extreme temperature we recently experienced."

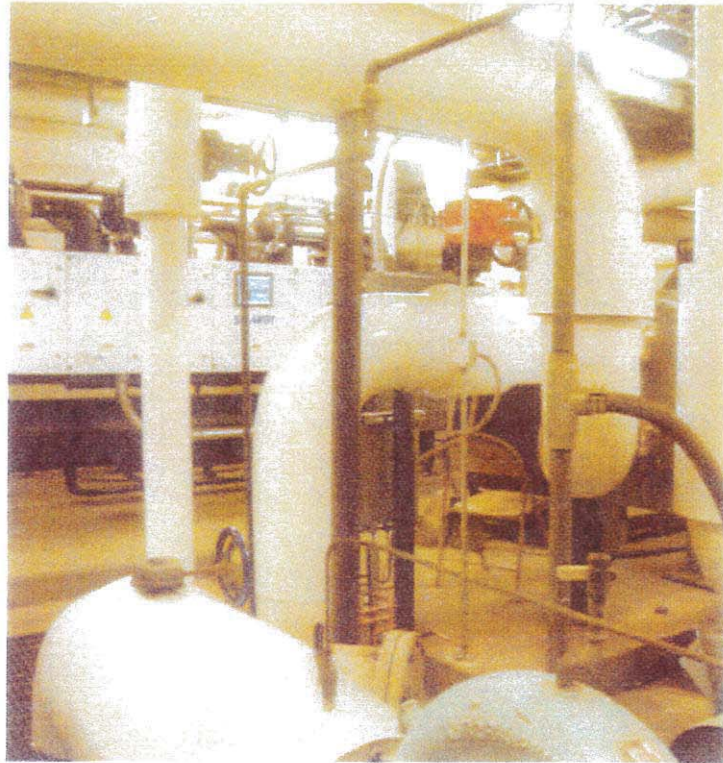
Hank Kelley, CEO
Flaxe and Kelley Commercial

CONTACT US

To learn more about the products and services available to you through Powers, please contact us by phone or email, or visit us on the web.* Let us put our experience and expertise to work for you.

Telephone **501.374.5420**
Toll-free **877.274.7127**
Email sales@powersar.com
Website www.powersar.com

Our mission is to help you succeed.



Headquarters:

5440 Northshore Drive
North Little Rock, Arkansas 72118-5319
P.O. Box 8112
Little Rock, Arkansas 72203-8112
501.374.5420 • toll-free 877.274.7127
fax 501.370.9298
www.powersar.com

Northwest Arkansas Branch

1219 Wagon Wheel Road
Springdale, Arkansas 72764-7906
479.927.9999 • toll-free 877.274.7127
fax 479.927.9848

Heber Springs Office

104 North 3rd Street
Heber Springs, Arkansas 72543
501.374.5420 • toll-free 877.274.7127



*For a service or quote request, go to our website at powersar.com and click on the *Request a quote* button.

Company Profile -- Item # 6: Key Contacts

Please see attached for additional details for listing of Company Key Contacts



NORTH LITTLE ROCK OFFICE
 5440 NORTHSHORE DRIVE
 NORTH LITTLE ROCK, AR 72118-5319
 TEL 501.374.5420
 TOLL FREE 877.274.7127
 FAX 501.370.9298
 SERVICE FAX 501.374.1792

NORTHWEST ARKANSAS OFFICE
 1219 WAGON WHEEL ROAD
 SPRINGDALE, AR 72764-7906
 TEL 479.927.9999
 FAX 479.927.9848

FOR SERVICE 24/7 STATEWIDE, CALL 501.374.5420

SERVICE CALLS AND EQUIPMENT STARTUPS

Laura Mobbs, Service Coordinator 501.551.7223 lmobbs@powersar.com
Kendall Smith, Service Coordinator (NWA) 479.927.9999 ksmith@powersar.com

POWERS PARTS (OEM PARTS)

Robert Ross, Powers Parts Manager 501.580.0297 rross@powersar.com
Scott Flournoy, Warehouse/Purchasing Manager 501.374.5420 sfournoy@powersar.com

SERVICE

Mark Emmerling, Vice President, Powers-MSA 501.690.4822 memmerling@powersar.com
Richard Weather, Customer Account Manager 501.765.5536 rweather@powersar.com
John Eichler, Customer Account Manager 501.850.5727 jeichler@powersar.com
Billy Lewis, Customer Account Manager 501.690.4119 blewis@powersar.com
David Buie, Customer Account Manager 501.690.1257 dbuie@powersar.com

MECHANICAL SERVICE

Mark Goodwin, Mechanical Service Manager 501.951.2192 mgoodwin@powersar.com
Jeremy Stovall, Retrofit Projects Manager 501.517.4752 jstovall@powersar.com

CONTROLS SERVICE

Mark Hays, Controls Service Manager 501.951.3782 mhays@powersar.com
Kirk Jervis, Intelligent Control Manager 501.831.0074 kjervis@powersar.com

BUILDING AUTOMATION AND CONTROLS

Thomas Luyet, P.E., Director, Controls 501.951.1107 tluyet@powersar.com
April Kesterson, Operations Manager 501.813.0902 akesterson@powersar.com
Roy Jamison, Customer Service Manager 501.680.8152 rjamison@powersar.com
Dan James, Controls Engineering Manager 501.680.1037 djames@powersar.com
Matt Conrad, Controls Project Manager 501.690.0281 mconrad@powersar.com
J. B. Crow, Controls Project Manager 501.350.0842 jcrow@powersar.com
Jason Crumpton, Controls Project Manager 501.539.3628 jcrumpton@powersar.com
Josh Jones, Controls Project Manager 501.517.2433 jjones@powersar.com
Nick Metzger, Start-up/Cx Manager 501.831.5705 nmetzger@powersar.com

COMPANY CONTACTS



NORTH LITTLE ROCK OFFICE
5440 NORTHSHORE DRIVE
NORTH LITTLE ROCK, AR 72118-5319

TEL 501.374.5420
TOLL FREE 877.274.7127

FAX 501.370.9298
SERVICE FAX 501.374.1792

NORTHWEST ARKANSAS OFFICE
1219 WAGON WHEEL ROAD
SPRINGDALE, AR 72764-7906

TEL 479.927.9999
FAX 479.927.9848

FOR SERVICE 24/7 STATEWIDE, CALL 501.374.5420

COMPANY CONTACTS

HVAC EQUIPMENT

Jeff Andrico, HVAC Sales 501.297.8170 jandrico@powersar.com
Eric Blaylock, HVAC Sales 501.690.5510 eblaylock@powersar.com
Josh Faulkner, HVAC Sales 501.349.6655 jfaulkner@powersar.com
Jared Hendrickson, HVAC Sales 501.517.2066 jhendrickson@powersar.com
Joe Short, HVAC Sales 501.517.0699 jshort@powersar.com

AIR DISTRIBUTION AND NEBB/TAB

Chris Atwood, Air Distribution Sales 501.786.3737 catwood@powersar.com
Courtney Michael, Air Distribution Sales 501.690.8365 cmichael@powersar.com
Curt England, NEBB Certified Professional 501.912.5190 cengland@powersar.com
Tara Twisdale, Air Distribution Coordinator 501.690.5748 ttwisdale@powersar.com

NORTHEAST ARKANSAS

Roger Traynom, Service Manager 870.408.1860 rtraynom@powersar.com

NORTHWEST ARKANSAS

Chase Ransom, P.E., Vice President, NWA 479.652.0461 cransom@powersar.com
David Squires, NWA Service Manager 501.590.8178 dsquires@powersar.com
Blake McCullough, Controls Service Manager 479.295.4195 bmccullough@powersar.com
Chad Fisher, HVAC Sales 479.256.0790 cfisher@powersar.com
Greg Harris, Air Distribution Sales 501.951.3187 gharris@powersar.com
Craig Berkshire, Air Distribution Sales 479.721.7329 cberkshire@powersar.com
Keith Ballinger, Customer Account Manager 479.256.5474 kballinger@powersar.com
Nicole Ferguson, Air Distribution Coordinator 479.790.0063 nferguson@powersar.com

SOUTH ARKANSAS

Jeromy Sullivent, Service Manager 501.590.8127 jsullivent@powersar.com

THE BUILDING AUTOMATION COMPANY

Chad Ketcher, Building Automation Specialist/Oklahoma .. [501.374.5420] cketcher@powersar.com
Russell Rowland, Controls Sales Account Executive/Arkansas 501.680.5465 rrowland@powersar.com

LEADERSHIP TEAM

Travis McCaghren, Controller 501.374.5420 tmccaghren@powersar.com
Scott Smith, Executive Vice President 501.529.6389 ssmith@powersar.com
Steve Keen, President, Powers of Arkansas 501.680.0104 skeen@powersar.com
Rick Lewis, President, Powers-MS 501.580.8194 rlewis@powersar.com
Scott Hoffmann, Chief Sales Officer 303.748.6602 shoffmann@powersar.com
Ron McCarty, Chief Operating Officer 501.350.5728 rmccarty@powersar.com
Alan Hope, CEM, LEED AP, CEO, Powers of Arkansas 501.680.5422 ahope@powersar.com



NORTH LITTLE ROCK OFFICE
 5440 NORTHSHORE DRIVE
 NORTH LITTLE ROCK, AR 72118-5319
 TEL 501.374.5420
 TOLL FREE 877.274.7127
 FAX 501.370.9298
 SERVICE FAX 501.374.1792

NORTHWEST ARKANSAS OFFICE
 1219 WAGON WHEEL ROAD
 SPRINGDALE, AR 72764-7906
 TEL 479.927.9999
 FAX 479.927.9848

CONTROLS

SIEMENS
 Building Technologies, Inc.
 APOGEE Building Automation and Controls, integration, critical environments,
 K-12, higher education, commercial, federal, state, and municipalities
www.buildingtechnologies.siemens.com



Air-flow measuring stations
www.airmonitor.com



Lighting controls
www.brtint.com

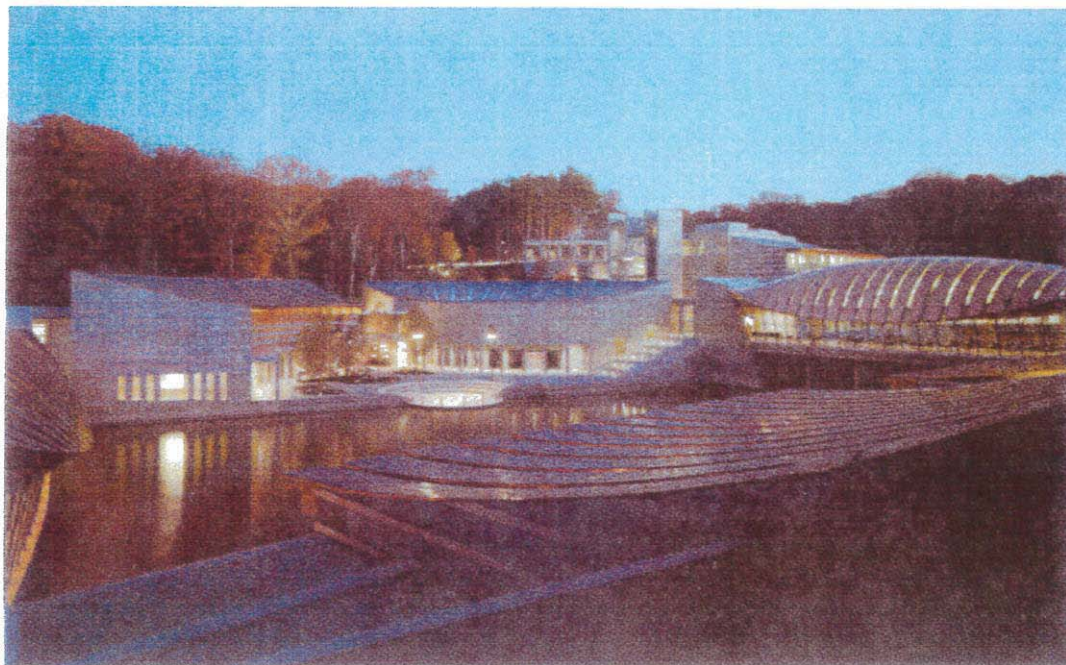


Building automation and controls systems
www.tridium.com



Full line of variable frequency drives for
 building automation and control
www.yaskawa.com

WE CAN HELP YOU WITH **CONTROLS SERVICE AND INTEGRATION**
APOGEE by SIEMENS
 Alerton, Andover, Delta, Distech, Honeywell, Invensys, Johnson Controls, KMC, Trane, Tridium, Wattmaster,
 BACnet, ModBus, and more...



"WE NEEDED A PARTNER THAT IS WILLING TO BE AT THE OTHER END OF THE PHONE AND SAY WHATEVER IT TAKES. THAT'S WHAT POWERS BRINGS TO THE TABLE."
 SCOTT ECCLESTON
 CRYSTAL BRIDGES
 MUSEUM OF
 AMERICAN ART

"EVERYTHING POWERS DOES DEMONSTRATES THAT THEY REALLY STRIVE TO KEEP ME AS A CUSTOMER. THEY ARE PROFESSIONAL AND WELL TRAINED, AND THEY WORK HARD UNTIL THE PROJECT IS COMPLETE OR THE PROBLEM SOLVED."

JOHN HARDMAN
 OUCHITA BAPTIST UNIVERSITY

EQUIPMENT



Packaged rooftop systems • Condensing units • Air-handling units • Chillers • Water-source heat pumps • Custom mechanical rooms and equipment

www.aaon.com



Classroom A/C units
www.modinehvac.com



Water-source heat pumps • Water heaters • Condensing boilers

www.bosch-climate.us



Modular chillers • Heat recovery chillers • Geothermal heat pumps
www.chillitchillers.com



Fans • Blowers • Gravity ventilators • Energy recovery units • High plume dilution blowers for laboratory systems

www.lorencook.com



Computer room units • Precision-controlled A/C units • In-row data room air conditioners
www.dataaire.com



Air- and water-cooled chillers • Air handlers • Air-cooled DX equipment • Air- and water-cooled packaged units • Ice thermal storage systems

www.dbamericas.com



Packaged and split-system pool dehumidifiers
www.dectron.com



Electric heating products
www.dellheatrex.com



Cooling towers • Tanks • Pump/heat exchanger skids
www.deltacooling.com



Custom air-handling units • Fan coil units • VAV and CV terminals • Blower coil units
www.enviro-tec.com



Commercial and industrial heating, ventilation, and air-conditioning equipment
www.hastingshvac.com



Humidification systems
www.herrmidifier-hvac.com



Package units • Ductless split systems
www.lennoxcommercial.com



Integral face and bypass coils • Replacement coils
www.ljwing.com



Unit heaters • Packaged ventilation systems • A/C systems
www.modine.com



Air-cooled and water-cooled chillers •
Medical equipment chillers
www.motivaircorp.com



Electric duct heaters • Electric steam
humidifiers • Direct steam humidifiers
www.neptronic.com



Air-cooled chillers
www.quantech-hvac.com



Electric heaters • Baseboard heaters •
Cove heaters • Radiant ceiling panels
www.raywall.com



Variable refrigerant flow systems
www.samsunghvac.com



Custom air-handling units • Custom
packaged units • Multi-zone units •
Custom rooftop units
www.seasons4.net



Energy recovery air-handling units •
Chilled beam systems
www.semcohv.com



Baseboard heaters • High-efficiency
gas and oil boilers
www.slantfin.com



High-efficiency air- and water-cooled
oil-less chillers
www.smartd.com



Packaged A/C units and split systems
www.tempmasterhv.com



Detection systems and controllers
www.toxalert.com



Replacement coils • Fan coil units
www.usacoil.com



Modular air-handling units
www.vtsgroup.us














Vertical fan coil units • Water-source
heat pumps
www.whalencompany.com

THE PRODUCTS WE REPRESENT AT POWERS ARE ENGINEERED FOR FLEXIBILITY
AND PERFORMANCE, AND OFFER INNOVATIVE SOLUTIONS FOR THE SPECIFIC
REQUIREMENTS OF OUR CUSTOMERS.

"POWERS STRIVES TO ENSURE THAT CONSTRUCTION PROJECTS ARE COMPLETED IN A TIMELY MANNER AND SYSTEMS ARE WORKING PROPERLY BEFORE THEY ARE TURNED OVER TO THE OWNER."

BRIAN COTTEN, PE
 UNIVERSITY OF ARKANSAS FOR MEDICAL SCIENCES

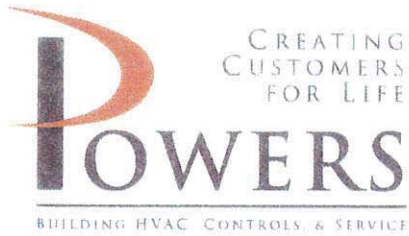
AIR DISTRIBUTION

	<p>Therma-fuser VAV diffusers • Variable-flow diffusers www.acutherm.com</p>		<p>Kitchen hoods with integral fire suppression • Therma-fuser VAV diffusers • Variable flow diffusers www.captiveaire.com</p>
	<p>Fans • Blowers • Gravity ventilators • Energy recovery units • High plume dilution blowers for laboratory systems www.lorencook.com</p>		<p>Pre-engineered fire suppression rangehood systems www.denlarhoods.com</p>
	<p>High-volume, low-speed fans www.entrematicfans.com</p>		<p>Fabric air dispersion systems www.fabricair.com</p>
	<p>Grilles and registers • VAV and CV terminals www.krueger-hvac.com</p>		<p>Louvers • Dampers • Screens www.pottorff.com</p>
	<p>Air curtains and air doors www.poweredaire.com</p>		<p>Chimney flues www.selkirkcorp.com/heatfab</p>
	<p>CO exhaust systems • Dust collection www.ventaire.com</p>		



Company Profile – Item # 6: Key Contacts

Please see attached for additional details for listing of Company Key Contacts



NORTH LITTLE ROCK OFFICE
 5440 NORTHSORE DRIVE
 NORTH LITTLE ROCK, AR 72118-5319
 TEL 501.374.5420
 TOLL FREE 877.274.7127
 FAX 501.370.9298
 SERVICE FAX 501.374.1792

NORTHWEST ARKANSAS OFFICE
 1219 WAGON WHEEL ROAD
 SPRINGDALE, AR 72764-7906
 TEL 479.927.9999
 FAX 479.927.9848

FOR SERVICE 24/7 STATEWIDE, CALL 501.374.5420

COMPANY CONTACTS

SERVICE CALLS AND EQUIPMENT STARTUPS

Laura Mobbs, Service Coordinator 501.551.7223 lmobbs@powersar.com
Kendall Smith, Service Coordinator (NWA) 479.927.9999 ksmith@powersar.com

POWERS PARTS (OEM PARTS)

Robert Ross, Powers Parts Manager 501.580.0297 rross@powersar.com
Scott Flournoy, Warehouse/Purchasing Manager 501.374.5420 sflournoy@powersar.com

SERVICE

Mark Emmerling, Vice President, Powers-MS 501.690.4822 memmerling@powersar.com
Richard Weather, Customer Account Manager 501.765.5536 rweather@powersar.com
John Eichler, Customer Account Manager 501.850.5727 jeichler@powersar.com
Billy Lewis, Customer Account Manager 501.690.4119 blewis@powersar.com
David Buie, Customer Account Manager 501.690.1257 dbuie@powersar.com

MECHANICAL SERVICE

Mark Goodwin, Mechanical Service Manager 501.951.2192 mgoodwin@powersar.com
Jeremy Stovall, Retrofit Projects Manager 501.517.4752 jstovall@powersar.com

CONTROLS SERVICE

Mark Hays, Controls Service Manager 501.951.3782 mhays@powersar.com
Kirk Jervis, Intelligent Control Manager 501.831.0074 kjervis@powersar.com

BUILDING AUTOMATION AND CONTROLS

Thomas Luyet, P.E., Director, Controls 501.951.1107 tluyet@powersar.com
April Kesterson, Operations Manager 501.813.0902 akesterson@powersar.com
Roy Jamison, Customer Service Manager 501.680.8152 rjamison@powersar.com
Dan James, Controls Engineering Manager 501.680.1037 djames@powersar.com
Matt Conrad, Controls Project Manager 501.690.0281 mconrad@powersar.com
J. B. Crow, Controls Project Manager 501.350.0842 jcrow@powersar.com
Jason Crumpton, Controls Project Manager 501.539.3628 jcrumpton@powersar.com
Josh Jones, Controls Project Manager 501.517.2433 jjones@powersar.com
Nick Metzger, Start-up/Cx Manager 501.831.5705 nmetzer@powersar.com



NORTH LITTLE ROCK OFFICE
 5440 NORTHSHORE DRIVE
 NORTH LITTLE ROCK, AR 72118-5319
 TEL 501.374.5420
 TOLL FREE 877.274.7127
 FAX 501.370.9298
 SERVICE FAX 501.374.1792

NORTHWEST ARKANSAS OFFICE
 1219 WAGON WHEEL ROAD
 SPRINGDALE, AR 72764-7906
 TEL 479.927.9999
 FAX 479.927.9848

FOR SERVICE 24/7 STATEWIDE, CALL 501.374.5420

COMPANY CONTACTS

HVAC EQUIPMENT

Jeff Andrico, HVAC Sales 501.297.8170 jandrico@powersar.com
Eric Blaylock, HVAC Sales 501.690.5510 eblaylock@powersar.com
Josh Faulkner, HVAC Sales 501.349.6655 jfaulkner@powersar.com
Jared Hendrickson, HVAC Sales 501.517.2066 jhendrickson@powersar.com
Joe Short, HVAC Sales 501.517.0699 jshort@powersar.com

AIR DISTRIBUTION AND NEBB/TAB

Chris Atwood, Air Distribution Sales 501.786.3737 catwood@powersar.com
Courtney Michael, Air Distribution Sales 501.690.8365 cmichael@powersar.com
Curt England, NEBB Certified Professional 501.912.5190 cengland@powersar.com
Tara Twisdale, Air Distribution Coordinator 501.690.5748 ttwisdale@powersar.com

NORTHEAST ARKANSAS

Roger Traynom, Service Manager 870.408.1860 rtraynom@powersar.com

NORTHWEST ARKANSAS

Chase Ransom, P.E., Vice President, NWA 479.652.0461 cransom@powersar.com
David Squires, NWA Service Manager 501.590.8178 dsquires@powersar.com
Blake McCullough, Controls Service Manager 479.295.4195 bmccullough@powersar.com
Chad Fisher, HVAC Sales 479.256.0790 cfisher@powersar.com
Greg Harris, Air Distribution Sales 501.951.3187 gharris@powersar.com
Craig Berkshire, Air Distribution Sales 479.721.7329 cberkshire@powersar.com
Keith Ballinger, Customer Account Manager 479.256.5474 kballinger@powersar.com
Nicole Ferguson, Air Distribution Coordinator 479.790.0063 nferguson@powersar.com

SOUTH ARKANSAS

Jeremy Sullivent, Service Manager 501.590.8127 jsullivent@powersar.com

THE BUILDING AUTOMATION COMPANY

Chad Ketcher, Building Automation Specialist/Oklahoma 501.374.5420 cketcher@powersar.com
Russell Rowland, Controls Sales Account Executive/Arkansas 501.680.5465 rrowland@powersar.com

LEADERSHIP TEAM

Travis McCaghren, Controller 501.374.5420 tmccaghren@powersar.com
Scott Smith, Executive Vice President 501.529.6389 ssmith@powersar.com
Steve Keen, President, Powers of Arkansas 501.680.0104 skeen@powersar.com
Rick Lewis, President, Powers-MS 501.580.8194 rlewis@powersar.com
Scott Hoffmann, Chief Sales Officer 303.748.6602 shoffmann@powersar.com
Ron McCarty, Chief Operating Officer 501.350.5728 rmccarty@powersar.com
Alan Hope, CEM, LEED AP, CEO, Powers of Arkansas 501.680.5422 ahope@powersar.com