

TIPS VENDOR AGREEMENT

Between EDWARDS ENERGY ENVIRONMENTAL & WASTE MANAGEMENT and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 191101 Commissioning and Testing Services for Facility Systems

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) 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 and the TIPS Vendor. 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), 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 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, but not all, of the possible addendums.

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”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

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 all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.
- 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 the TIPS program.
- 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.

Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect.

Example: *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms 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, executed Agreement or other written instruction 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall

notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

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.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. 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 TIPS Member customer.

Participation Fees

The Participation Fee was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or Vendor Assigned Dealer agrees to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting the same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this Agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature, and shall be grounds for termination of this Agreement and any other agreement held with TIPS and possible legal action. TIPS reserves all rights under the law to collect the fees due. 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 performance 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

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 or 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 between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by 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 prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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 for an alternative submission schedule).

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (only when applicable to service or job)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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 the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

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 such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or

service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement 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 three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

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 full 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

Venue, Jurisdiction and Service of Process

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

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 desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

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 if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, 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.

STATUTORY REQUIREMENTS

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.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will 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 if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate	Automobile
Liability	\$300,000 Includes owned, hired & non-owned	Workers'
Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.	
Umbrella Liability	\$1,000,000	

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the 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.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the

Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.

- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 191101 Commissioning and Testing Services for Facility Systems

Company Name Edwards Energy Environmental & Waste Management

Address P. O. Box 5477

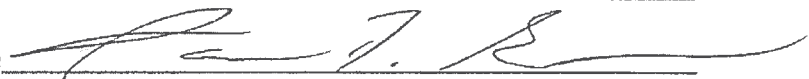
City Kingwood State TX Zip 77325

Phone 832.907.4130 Fax _____

Email of Authorized Representative sandrafedwards@edwardsenergyenvironmentalwastemanagement.com

Name of Authorized Representative Sandra F. Edwards

Title President


Signature of Authorized Representative 

Date 12.19.2019

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 02/13/2020



191101 Addendum 1

Edwards Energy Environmental & Waste Management Supplier Response

Event Information

Number: 191101 Addendum 1
Title: Commissioning and Testing Services for Facility Systems
Type: Request for Proposal
Issue Date: 11/7/2019
Deadline: 12/20/2019 03:00 PM (CT)
Notes: This request for proposals is for Commissioning and Testing Services for Facility Systems.
It is **NOT** for construction services.
It is **NOT** for professional engineering design services.
If your company provides the requested services **AND** you provide construction services, you may submit a proposal for the named services but exclude the construction services from your proposal.

Contact Information

Contact: Kristie Collins
Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477

Fax: +1 (866) 839-8472
Email: bids@tips-usa.com

Edwards Energy Environmental & Waste Management Information

Contact: Sandra F. Edwards
Address: 22915 Montclair Park Ln.
Spring, TX 77373
Phone: (832) 907-4130
Email: sandrafedwards@edwardsenergyenvironmentalwastemanagement.com

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

Sandra Edwards

Signature

Submitted at 12/20/2019 2:03:03 PM

sandrafedwards@gmail.com

Email

Supplier Note

The Complete RFP Response is attached to Section 6. This includes "ALL" Required Signatures. The attachment is labeled RFP Response TIPS12202018.

Requested Attachments

Vendor Agreement

191101_Vendor_Agreement_corrected.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

191101_Agreement_Signature_Form (2).pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

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

Pricing Spreadsheet #1

191101_Pricing_form_1_EEEWM.pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

191101_Pricing_form_1_EEEWM.pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

References

Reference_Form (1).pdf

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

RFP RESPONSE TIPS 12202019.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED *No response*

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

HUB Subcontracting Plan Form OPTIONAL *No response*

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can.

Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

D/M/WBE Certification OPTIONAL

MBE Certificate E3WM.pdf

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

HUB Certification OPTIONAL

HUB CERTIFICATE E3WM.pdf

HUB Certification documentation may be scanned and uploaded if you desire to document your status as a HUB company. (Historically Underutilized Business) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty *No response*

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

RFP RESPONSE TIPS 12202019.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates *No response*

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

LOGO-EDWARDS ENERGY ENVIRONMENTAL WASTEMANAGEMENT.pdf

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS *CIQ Form FINAL.pdf*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

CONFIDENTIALITY_CLAIM_FORM (1).pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bid Attributes

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. <input type="text" value="YES"/>
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. <input type="text" value="Yes"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="No"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="Texas, Alaska, Washington State, New Mexico, Colorado"/>
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.) <input type="text" value="Edwards Energy Environmental & Waste Management - ESCO providing Energy & Project Management, Independent 3rd Party Engineer Reviewer, ASHRAE Level I & II Energy Audits, Sustainability Studies & Recommendations, CX & Retro CX, Energy Star Benchmarking, LEED Credit Certifications Data Submission & Measurement & Verification, Water Conservation Analysis, Detail field surveys of HVAC, Lighting, Building Envelope, Plumbing & other Building systems."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Sandra Edwards"/>

7	Primary Contact Title Primary Contact Title <input type="text" value="President"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="sandrafedwards@edwardsenergyenvironmentalwastemanagement.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8329074130"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8329074130"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8329074130"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Sandra Edwards"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="President"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="sandrafedwards@gmail.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8329074130"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8329074130"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="8329074130"/>	

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.
<input type="text" value="Sandra Edwards"/>	

19	Admin Fee Contact Email Admin Fee Contact Email
<input type="text" value="sandrafedwards@edwardsenergyenvironmentalwastemanagement.com"/>	

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="8329074130"/>	

21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.
<input type="text" value="Sandra Edwards"/>	

22	Purchase Order Contact Email Purchase Order Contact Email
<input type="text" value="sandrafedwards@edwardsenergyenvironmentalwastemanagement.com"/>	

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="8329074130"/>	

24	Company Website Company Website (Format - www.company.com)
<input type="text" value="www.edwardsenergyenvironmentalwastemanagement.com"/>	

25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)
<input type="text" value="27-1186864"/>	

26	Primary Address Primary Address
<input type="text" value="P O Box 5477"/>	

27	Primary Address City Primary Address City
<input type="text" value="Kingwood"/>	

28	Primary Address State
	Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>

29	Primary Address Zip
	Primary Address Zip <input type="text" value="77325"/>

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, et c.) <input type="text" value="ESCO providing Energy & Project Management, Independent 3rd Party Engineer Reviewer, ASHRAE Level I & II Energy Audits, Sustainability Studies & Recommendations, CX & Retro CX, Energy Star Benchmarking, LEED Credit Certifications Data Submission & Measurement & Verification, Water Conservation Analysis, Detail field surveys of HVAC, Lighting, Building Envelope, Plumbing & other Building systems."/>

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?
	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. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? <input type="text" value="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? <input type="text" value="Yes"/>

33	Company Residence (City)
	Vendor's principal place of business is in the city of? <input type="text" value="Kingwood"/>

3 4	Company Residence (State) Vendor's principal place of business is in the state of? <input style="width: 90%; border: 1px solid black;" type="text" value="TX"/>
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3 5	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%. <input style="width: 100px; border: 1px solid black;" type="text" value="1%"/>
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3 6	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.
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3 7	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. <input style="width: 100px; border: 1px solid black;" type="text" value="Yes"/>
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3 8	Yes - No Do you offer additional discounts to TIPS members for large order quantities or large scope of work? <input style="width: 100px; border: 1px solid black;" type="text" value="Yes"/>
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3 9	Years Experience Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information. <input style="width: 100px; border: 1px solid black;" type="text" value="25"/>
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4 0	Resellers: Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. <input style="width: 100px; border: 1px solid black;" type="text" value="No"/>
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4 1	Pricing discount percentage are guaranteed for? Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? <input type="text" value="YES"/>
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4 2	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? <input type="text" value="Yes"/>
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4 3	NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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4 4	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO 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. 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 There is an optional upload for this form provided if you have a conflict and must file the form. <input type="text" value="No"/>
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4 5	Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No"/>
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**4
6** **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

**4
7** **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

N/A

**4
8** **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law ;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, 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.

50

Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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 government-wide 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 answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51

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, audiotape, 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 by answering YES 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.

5 2 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:

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.

5 3 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?

5 4 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)

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?

5
5

2 CFR PART 200 Clean Air Act

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).

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.

Does vendor agree?

5
6

2 CFR PART 200 Byrd Anti-Lobbying Amendment

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.

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.

Does vendor agree?

5
7

2 CFR PART 200 Federal Rule

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)

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).

Does vendor certify that it is in compliance with the Clean Air Act?

58 2 CFR PART 200 Procurement of Recovered Materials

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 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

59 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.

60 If you answered "I HAVE lobbied per above to the previous question.

IF you answered "I HAVE lobbied" per above Attribute question, you must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
1** **Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

YES

**6
2** **ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 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.

YES

**6
3** **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ..." The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

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

**6
4** **Remedies**

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

Do you agree to these terms?

**6
5** **Remedies Explanation of No Answer**

66 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the law s of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

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

67 Jurisdiction and Service of Process

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.

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?

68 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

69 Infringement(s) Explanation of No Answer

70 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Local 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.

7
1

Payment Terms and Funding Out Clause

Payment Terms:

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

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?

7
2

Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

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

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

4 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.

7 **Texas Government Code 2270 Verification Form**

5 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 be 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. 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.

YES

76 Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

77 Solicitation Deviation/Compliance

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

78 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

79 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

80 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

**8
1** **Felony Conviction Notice**

Texas Education Code, 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.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**8
2** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

N/A

**8
3** **Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not to increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be <14% annually per question

**8
4** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tjps-usa.com

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Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

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Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

8
7

Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

8
8

Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

8
9

Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: EDWARDS ENERGY ENVIRONMENTAL & WASTE MANAGEMENT
(Name of Corporation)

SANDRA F. EDWARDS certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that


SANDRA F. EDWARDS
(Name of person who completed proposal document)

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

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

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

CORPORATE SEAL if available



SIGNATURE

12/20/2019
DATE

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) 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 Texas Gov't Code or other law(s), you **must attach 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 all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

EDWARDS ENERGY ENVIRONMENTAL & WASTE MANAGEMENT

Name of company

SANDRA EDWARDS - PRESIDENT

Printed Name and Title of authorized company officer declaring below the confidential status of material

P. O. BOX 5477

KINGWOOD

TX 77325

632.907.4130

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. 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.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____

Date _____

OR _____

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

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.

Signature _____

Date 12/20/2019



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority-, woman- and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process. The CPA has established Memorandums of Agreement with other organizations that certify minority-, woman- and service disabled veteran-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority-, woman- and service disabled veteran-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Houston Minority Supplier Development Council (HMSDC), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlbsearch/index.jsp>. Provided that your company continues to remain certified with the HMSDC, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HMSDC in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the HMSDC and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the HMSDC, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) that will provide you with addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1271186864100**
File/Vendor Number: **496311**
Approval Date: **15-JAN-2019**
Scheduled Expiration Date: **28-FEB-2020**

In accordance with the Memorandum of Agreement between the
Houston Minority Supplier Development Council (HMSDC)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

EDWARDS ENERGY ENVIRONMENTAL & WASTE MAN

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 26-FEB-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the HMSDC's program, you must immediately (within 30 days of such changes) notify the HMSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the HMSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

THIS CERTIFIES THAT

Edwards Energy Environmental & Waste Management, Inc.



* Nationally certified by the: **HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 541330; 541620; 523920; 541990; 561210; 562219; 562112

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

01/09/2019

Issued Date

02/28/2020

Expiration Date

HS05585

Certificate Number

Adrienne C. Trimble
Adrienne Trimble

Ingrid M. Robinson

Ingrid M. Robinson, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify. Develop. Connect. Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



The Association of Energy Engineers
certifies that

Sandra F. Edwards

*has completed the prescribed standards for certification,
has demonstrated a high level of competence and ethical fitness
for energy management, and is hereby granted the title of*

CERTIFIED ENERGY MANAGER®

Valid

January 1, 2018 to December 31, 2020

CEM

4975



Wayne C. ...
CEM Board Chairman

Helen Johnson
CEM Certification Director

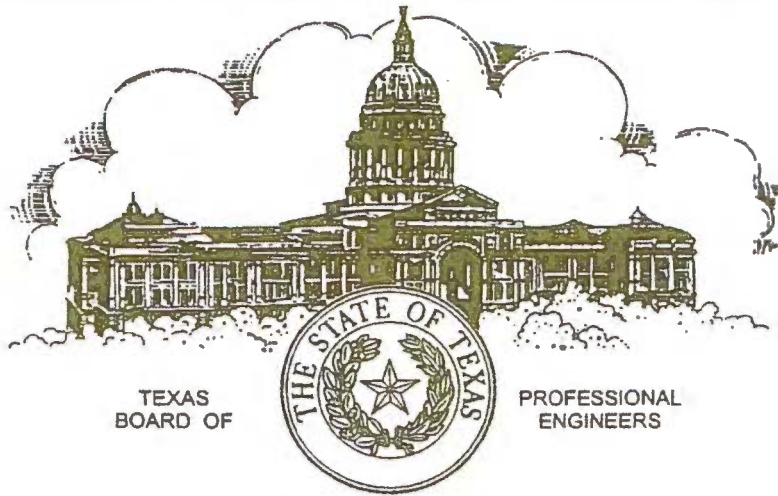


RECOGNIZED PROGRAM

MEETS U.S. DEPARTMENT OF ENERGY GUIDELINES



ANSI Accredited Program
PERSONNEL CERTIFICATION
#1088



TEXAS
BOARD OF

PROFESSIONAL
ENGINEERS

BE IT KNOWN THAT

Sharath Chandra

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW



TEXAS BOARD OF
PROFESSIONAL ENGINEERS

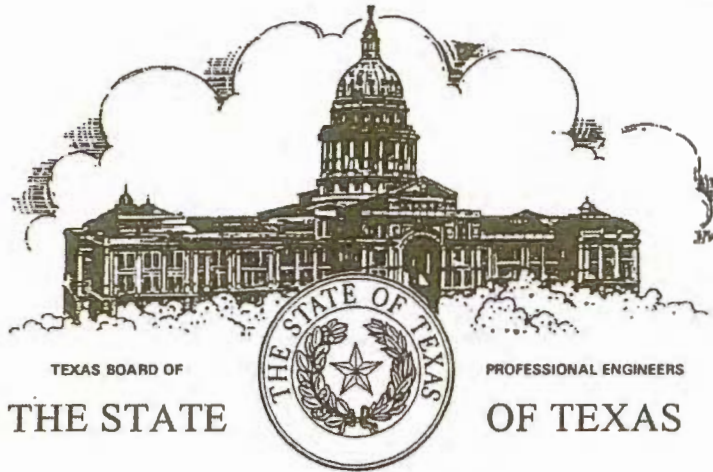
IN WITNESS WHEREOF,

WE HAVE HEREUNTO SET OUR HANDS AND
AFFIXED THE SEAL OF THE BOARD AT THE
CITY OF AUSTIN, THIS 22ND DAY OF JUNE 2009.


BOARD CHAIR


BOARD SECRETARY

SERIAL
NUMBER **103452**



TEXAS BOARD OF
THE STATE

PROFESSIONAL ENGINEERS
OF TEXAS

BE IT KNOWN THAT

Revvie Allen Green

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A
PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS
PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW

TEXAS BOARD OF
PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,
WE HAVE HEREUNTO SET OUR HANDS
AND AFFIXED THE SEAL OF THE BOARD
AT THE CITY OF AUSTIN, THIS 4TH DAY
OF FEBRUARY, 2000.



SERIAL
NUMBER **86262**



BOARD CHAIR



BOARD SECRETARY



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Edwards Energy Environmental & Waste Management

is duly certified as a

Minority Business Enterprise (MBE)

Certified Categories:

Certification Number: 19-09-14191

- NAICS 541350: ENERGY EFFICIENCY INSPECTION SERVICES
- NAICS 541614: EFFICIENCY MANAGEMENT (I.E., EFFICIENCY EXPERT) CONSULTING SERVICES
- NAICS 541690: ENERGY CONSULTING SERVICES

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Houston's Directory of certified MBE, WBE, SBE, PDBE, ACDBE and DBE firms via the following weblink: <https://houston.mwdbe.com/?TN=houston>.



Certificate of Completion
Port University

Program dates: September 26-October 17, 2018
presented to

Sandra F. Edwards
Edwards Energy Environmental &
Waste Management



PORT HOUSTON

Gilda Ramirez

Gilda Ramirez, Senior Director
Small Business & Education Outreach



Sharath Acharya

P.E., C.E.M., LEED® GA, B.E.S.A.

PROGRAM MANAGER

EDUCATION

- UT Arlington, Masters in Mechanical Engineering, 2004
- R.V.C.E, Bachelors in Mechanical Engineering, 2000

ACCREDITATIONS

- Professional Engineer (P.E.), Texas #103452
- Certified Energy Manager (CEM)
- LEED Green Associate (LEED GA)
- Building Energy Simulation Analyst (BESA)

AFFILIATIONS

- Association of Energy Engineers (AEE)
- Alumni, Industrial Assessment Center (IAC)

QUALIFICATIONS

- Performance-Based Contracting
- ASHRAE level Energy Audits
- HVAC Optimization
- Lighting Retrofits
- Building Simulation
- Directed Engineering Studies
- Sustainability Roadmap
- Schedule & Planning Analysis
- Estimating & Financial Management

TENURE

Sharath Acharya has worked in the industry since 2002 and with McKinstry since 2013.

As a Program Manager, Sharath is responsible for managing the development of energy savings projects. Within this capacity he organizes, coordinates, and schedules the other team members (including the energy engineer, performance assurance specialist, mechanical engineer, and construction estimator) as the project is developed, and works to ensure that the overall performance and workflow of the project is delivered to the highest standards.

Sharath previously held the position of Senior Energy Engineer at McKinstry where he was responsible for leading facility audits, energy analysis, developing energy conservation measures and financial models.

Sharath has had the opportunity to be involved with many multi-million-dollar energy savings performance contract (ESPC) projects throughout US. His vast experience in HVAC, controls, and lighting systems allows him to meet and exceed his client's needs.

Sharath's expertise has supported many schools, housing authorities, and commercial and industrial customers by leveraging hard-cost annual operational and utility savings to facilitate needed facility upgrades and utilizing his extensive knowledge of HVAC systems. He is motivated to provide clients with innovative solutions focused on reducing their utility and operational costs and improving their operations.

KEY EXPERIENCE

- ✓ Assisted in establishing sustainability goals and roadmap for several Fortune 500 companies.
- ✓ Initiated multi-million dollar building upgrades to several vintage high rise commercial buildings.

PROJECT EXPERIENCE

COMMERCIAL OFFICE

AH Wells Restoration; Milwaukee WI*

Lead Energy Engineer for restoration of downtown Milwaukee's 1902 historic Wells building. Replaced an inefficient open loop water source heat pump (WSHP) system with energy efficient WSHPs with a new backbone which included closed loop fluid cooler, steam to hot water heat exchanger and circulating pumps with VFDs. Upon entire building renovation, the new closed loop cycle is estimated to realize a water savings of 17 Million gallons per year. Energy savings qualified for a maximum incentive of \$300,000 from the City of Milwaukee (Me2 program).

US Bank; Milwaukee, WI*

As Lead Energy Engineer, performed ASHRAE level 2 audit on US Bank tower, the tallest building in the State of Wisconsin. Implemented performance based contracting to reduce the electric consumption by 10%. Measures included real-time chiller plant optimization (CPO) involving four chillers of different sizes and manufacturers, VFDs on pumps, escalator control optimization, and lighting retrofit & LED signage.



Sharath Acharya

P.E., C.E.M., LEED® GA, B.E.S.A.

City Center; Milwaukee WI*

As Lead Energy Engineer, implemented performance based contract for City Center, an iconic 100 year old building in downtown Milwaukee. Energy measures included chiller replacement, escalator control optimization and VFDs on AHUs. Energy savings qualified for a maximum Incentive of \$300,000 from the City of Milwaukee (Me2 program) and the building was honored with The Outstanding Building of the Year (TOBY) award in 2013.

Landmark on the Lake Condominium; Milwaukee WI*

As Lead Energy Engineer, implemented performance based contract for Landmark on the Lake, a premier condominium property in Milwaukee. Energy measures included replacement of chiller, boiler and domestic hot water system, optimization of garage exhaust system, exhaust heat recovery system, VFDs on cooling towers, pump replacement and lighting retrofit which reduced their overall energy by 25%. Energy savings qualified for a maximum Incentive of \$300,000 from the City of Milwaukee (Me2 program).

Milwaukee Athletic Club; Milwaukee WI*

As Lead Energy Engineer, implemented performance based contract for Milwaukee Athletic Club which is a multi-use facility. Energy measures included guest room HVAC upgrades with smart networked thermostat controls to optimize HVAC usage, chiller replacement, ozone laundry system and building automation system.

CORPORATE MARKET

TD BANK, US portfolio of 1300+ retail stores and 50+ corporate offices*

Lead Energy Engineer responsible for collaborating with TD Bank's executive team to establish corporate sustainability goals and roadmap. Recommended and assisted in implementing energy measures, and developed corporate standards for HVAC and lighting. The measures resulted in a savings of over \$3,000,000 in the first year with a payback of less than one year.

Humana; Multiple locations across US*

Lead Energy Engineer and Project Manager responsible for multiple ESPC projects. Energy measures included HVAC replacements, water conservation, building envelope and lighting upgrades.

GlaxoSmithKline; Research Triangle Park, NC*

As Lead Energy Engineer, identified and developed energy measures which included optimization of lab ventilation, cooling tower filtration, boiler optimization and water reclaim from AHU condensate.

K-12

Albany ISD ESPC; Albany, TX

Albany ISD — \$1,019,000 — completed 2017

Program Manager for project including replacement of over 30 HVAC units, installation of wireless network programmable thermostats to provide remote access and monitor schedules and temperatures throughout the schools, lighting retrofits to LEDs, and retro-commissioning for all water fixtures.

Fort Stockton ISD Phase 2 ESPC; Fort Stockton, TX

Fort Stockton ISD — \$3,136,457 — completed 2015
ESPC project consisting of HVAC replacements at the Intermediate, Apache, High School, Administration, Middle School, and Butz campuses; redesign and RCx services, and design of a district-wide fuel storage system.

Bullard ISD ESPC; Bullard, TX

Bullard ISD — \$749,988 — completed 2014

HVAC and HVAC control system modifications for Bullard High School.

Dawson ISD ESPC; Dawson, TX

Dawson ISD — \$289,851 — completed 2014

Campus-wide HVAC control modifications, campus-wide lighting improvements, and campus-wide computer power management.

Fort Worth ISD; Fort Worth, TX*

Energy Analyst who assisted FWISD in evaluating the HVAC systems at more than 40 educational institutions. Evaluated facility blue prints and conducted load calculations to ensure proper HVAC sizing. Estimated the cost of repair/replacement of the units along with economic life cycle analysis.

HIGHER ED

Tarleton State University; Stephenville, TX

Tarleton State University — \$798,000 — completed 2015

Project Development Manager for project which includes drilling for new well to provide make-up water for cooling tower. Total scope includes new well, cooling tower water storage tank, storage tank pump, piping, controls, and electrical. The existing well will be plugged and the pump will be removed.

HEALTHCARE

Ochiltree General Hospital ESPC; Perryton, TX

Ochiltree General Hospital — \$5,998,937 — ongoing

Improvements to facility boiler plant, air handling and distribution systems, exhaust fans, and connection of critical equipment to the emergency backup generator.

* Project experience from previous employer





Revvie Green

P.E., C.E.M., LEED® AP

PROJECT DIRECTOR

EDUCATION

- Bradley University - Bachelor in Manufacturing Engineering

ACCREDITATIONS

- Professional Engineer TX #86262
- Certified Energy Manager #16742
- Green Building Engineer #695
- LEED® Accredited Professional
- CMEng

QUALIFICATIONS

- Project Development
- Preconstruction Services
- Conceptual Design
- Project Management
- Project Cost Analysis
- Scheduling

TENURE

Revvie has over 20 years of industry experience.

Revvie holds the position of Project Director at McKinstry. He provides design-build energy conservation services to both public and private market sector customers. He is responsible for working with clients to develop solutions that meet their needs; developing the project's strategies, goals and objectives; serving as a primary point of contact with the customer; and developing and leading the McKinstry team to provide the customer with expected results.

Revvie's project experience includes the design, implementation and management of renewable energy, mechanical system and controls upgrades. His expertise in project engineering and management provides a unique understanding of the technological and economic trends affecting the overall implementation and performance of each energy conservation measure. As Project Director, he manages the complete project process from development through implementation.

PROJECT EXPERIENCE

GOVERNMENT

City of Belton FCA, Belton, Texas

Facility Condition Assessment — \$21,970 — Ongoing

Facilities condition assessment for the City of Belton's Fire Station 1 and 2. The FCA consists of a building analysis, occupant interviews and equipment review to assess the life expectancy of existing building equipment, equipment operating procedures, and occupant comfort levels.

Brown County Phase 1 ESPC; Brownwood, TX

Ph. 1 ESPC \$5,999,795 — Ongoing

Project Director for energy savings, safety, and renovation measures at multiple county facilities. Scope includes HVAC replacements, DDC HVAC controls, and building envelope, lighting and water conservation improvements to reduce energy usage along with general renovations including electrical upgrades and foundation repairs.

Brown County Phase 2 Design-Build; Brownwood, TX

Brown County - \$1,258,000 — Ongoing

High performance design-build project re-using the County's property and existing building footprint for construction of new Elections and Treasury Office.

City of Corpus Christi Phase 2 ESPC; Corpus Christi, TX

City of Corpus Christi - \$7,709,592 — completed 2016

Project Director for project including renovations to existing HVAC controls, building envelope, lighting, and domestic water systems, as well as retro-commissioning of energy systems. The measures will be implemented at over 70 of the City's facilities.

City of Corpus Christi Phase 1 ESPC; Corpus Christi, TX

City of Corpus Christi - \$7,031,999 — 2011

Project Director for ESPC which implemented (31) facility improvement measures throughout the City including lighting retrofits, chiller and cooling tower retrofits, HVAC controls, retro-commissioning and plug load power management. The improvements were made at several of the City's facilities including the airport, American Bank Center, the Central Library, City Hall, Health Department, Municipal Police and Courts, and the Museum of Science and History.

Revie Green

P.E., C.E.M., LEED® AP

Various Projects; Grand Prairie, TX

City of Grand Prairie

Project included solar thermal, solar photovoltaic, energy management system installations, cool roofing, HVAC system replacements, lighting retrofits, and LED lighting applications. Coordinated the procurement, design, and implementation of renewable energy projects. The project was funded through multiple sources including ARRA Grant funds, Texas Distributed Renewable Grant, rebates, incentives and traditional financing.

City of Duncanville Solar PV Installation; Duncanville, TX

City of Duncanville - \$1,401,000 - completed 2010

Assisted in project development for 185.85 kW solar photovoltaic system for City Hall/Police Department, the Recreation Center/Library, and Senior Center. Project was funded through the Texas Distributed Renewable Energy Technology Grant which McKinstry successfully sought for this client. This grant provided over 1 million dollars in funding from the State of Texas.

City of Pasadena Energy Audits; Pasadena, TX

City of Pasadena

Coordinated energy audits of existing facilities in order to compile a comprehensive list of Facility Improvement Measures relating to HVAC equipment, lighting, building controls, and operation. Also included in the energy audits were water processing and treatment facilities. Project was funded through multiple sources including ARRA Grant funds, rebates, incentives and traditional financing.

City of Sugar Land ESPC; Sugar Land, TX

City of Sugar Land

Managed the research and analysis of facility requirements to optimize the expenditure of \$1,000,000 ARRA EECBG related funds designated for energy saving projects. The project included building controls optimization, retro-commissioning and HVAC upgrades.

City of Sugar Land Energy Audit; Sugar Land, TX

City of Sugar Land

Coordinated energy audits to determine potential energy efficiency and conservation improvements on existing facilities.

K-12

Bullard ISD ESPC; Bullard, TX

Bullard ISD - \$749,988 - Completed 2016

Project Director responsible for HVAC and HVAC control system modifications for Bullard High School.

Dawson ISD; Dawson, TX

Dawson ISD - \$289,851 - Completed 2014

Managed project development and implementation for campus-wide HVAC control modifications, campus-wide lighting improvements, and campus-wide computer power management.

Liberty-Eylau ISD ESPC; Texarkana, TX

Liberty-Eylau ISD - \$1,623,337 - completed 2013

Project Director responsible for development and construction of renovations to the existing HVAC, controls, water, lighting, and other systems at school district facilities.

HIGHER EDUCATION

Lone Star College RCx; The Woodlands, TX

Lone Star College - \$150,000 - ongoing

Retro-commissioning (RCx) program that starts with the observation of six campus building's energy systems including building automation systems, HVAC systems and controls, and indoor air quality. Recommendations for system improvements will be provided to the college.

Tarleton State University; Stephenville, TX

Tarleton State University - \$798,000 - completed 2015

Project included the drilling for a new well to provide make-up water for cooling tower. Total scope includes new well, cooling tower water storage tank, storage tank pump, piping, controls, and electrical. The existing well will be plugged and the pump will be removed.





Sandra F. Edwards

PRESIDENT OF EDWARDS ENERGY ENVIRONMENTAL & WASTE MANAGEMENT

EDUCATION

- Texas A&M University (Kingsville), Bachelor of Science Mechanical Engineering

QUALIFICATIONS

- Mechanical Engineer
- Certified Energy Manager (CEM)
- Work Product Part of White Paper (State of Alaska)
- ESCO, Utility & Software Company Experience
- Former Board Member Association of Energy Engineers (AEE) Pacific Northwest

CERTIFICATIONS

- Texas Historically Underutilized Business (HUB) Certificate Certificate/VID Number: 1271186864100
- File/Vendor Number: 496311 Approval Date: 14-MAR-2018 Scheduled Expiration Date: 28-FEB-2019
- Nationally Certified by the: HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL - MBE Certificate Number - HS05585
- Certified by the: Port of HOUSTON as a SBE (Small Business Enterprise).
- NAICS Code(s): 541330; 541620; 523920; 541990; 561210; 562219; 562112

CITY OF RESIDENCE

Spring, Texas

Sandra F. Edwards has more than 25 years of experience in Energy Management. Sandra's work history background consists of working with several Energy Service Companies (ESCO's), Utility Companies, Software Companies and her own company Edwards Energy Environmental & Waste Management (E3WM). Sandra managed Performance Contracting Guarantee risk and monitored facilities for improved operating costs against pre-existing baseline conditions. Sandra identified follow up opportunities, utility billing errors and consumption and demand anomalies. Sandra participated in performance contracting meetings and identified timelines, potential risks and pre and post- contract measures guaranteed in assigned customers and contracts. She defined, developed and supported Energy Service programs and projects for field sales and operations. Sandra has over 16 years of experience in working with utility companies in Energy Conservation & Demand -Side Management in Texas and Vermont. Sandra served as Energy Manager of Facilities at Grubb & Ellis Management Services and co-managed a team operating 15 million square foot Microsoft campuses in Redmond, Washington. Sandra served as a sub-contractor to NORTECH Sustainable Environmental Engineering, Health, & Safety Corporation in Fairbanks for the Alaska Housing Finance Corporation (AHFC) on Energy Audits for school facilities located in Fairbanks, North Pole and Eielson Air Force Base (AFB). Sandra performed ASHRAE Level I and Level II Energy Audits on 1.5 million SQFT of facility. Sandra's work in Alaska is part of A White Paper on Energy Use in Alaska's Public Facilities. Sandra has experience in working with the Environmental Protection Agency (EPA) in benchmarking buildings in the Energy Star/EPA portfolio and obtaining prestigious Energy Star ratings and Awards. Sandra has experience in the execution of detailed field surveys and evaluation of HVAC, lighting, plumbing, and other building systems for energy and operating cost reduction and code compliance. Sandra develops M&V plans to meet the requirements established by the U.S. Green Building Council (USGBC) for capturing LEED Credit Certifications. Sandra uses ASHRAE/IESNA Standard 90.1-2004 and other acceptable industry energy codes and standards to establish benchmarks. Sandra follows and adheres to International Performance Measurement and Verification Protocol (IPMVP) methodologies. Sandra is a member of American Society of Heating, Refrigerating & Air Conditioning Engineers (ASHRAE), American Society of Mechanical Engineers (ASME), Association of Energy Engineers (AEE), and former Board Member of Pacific Northwest AEE Chapter of Energy Engineers (AEE).

PROJECT EXPERIENCE

Municipal

City of Missouri City; Missouri City, TX – Awarded April 2, 2019

Served as the Independent Third-Party Reviewer (ITPR) Engineer for the City of Missouri City providing professional engineering services related to the City's Performance Contract. Review of the Energy Services Agreement as it relates to energy savings, cost savings, implementation costs, & M&V approach. Review of the methodology utilized for developing the energy savings measures.

City of San Marcos (Hays County); San Marcos, TX – Awarded October 30, 2018-Ongoing

Currently serving as the Independent Third-Party Reviewer (ITPR) Engineer for the City of San Marcos (Hays County) providing professional engineering services related to the County's Property Assessed Clean Energy (PACE) program including: the review of the baseline measurement of a property's existing water and energy consumption; objectively measuring the projected water and energy savings presented to a property owner; upon completion of the project, verifying that work was completed and the work is operating as intended. These services are completed to provide assurances to the property owner, the lender, and the County that due diligence has been met and that a Professional has validated the project using standardized engineering protocols.

Sandra F. Edwards

K-12

NORTECH Sustainable Environmental Engineering, Health, & Safety & Alaska Housing Finance Corporation (AHFC); Fairbanks, AK - \$350,000 completed 2012

Nortech and AHFC — \$350,000 – completed 2012

Performed American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Level II Energy Audits on 1.5 million SQFT in the state of Alaska. The Energy Audits were performed in Fairbanks, North Pole and Eielson Air Force (AFB). The energy audit reports addressed the building mechanical systems, lighting systems and building envelope.

Other Corporate Project Experience:

State of Alaska; Anchorage, Alaska

Provided M&V and Performance Assurance Reports for all of the State of Alaska office buildings: Dimond Courthouse, State Office Building, Alaska Office Building, Aviation Building, Court Plaza, DOT/PF Annex Building, Douglas Island Building and Public Safety Building.

Provided M&V and Performance Assurance Reports for all of the State of Alaska correction facilities located in Anchorage, Nome, Bethel, Juneau, Fairbanks, Seward, and Kenai & Eagle River.

Microsoft: Redmond, WA

Served as Energy Manager of Facilities at Grubb & Ellis Management Services and co-managed a team operating 15 million square foot Microsoft campuses in Redmond, Washington.

Seattle Tacoma International Airport: Seattle, WA

State of Idaho: Boise, ID

Boise State University, Boise, ID

Yamhill Carlton School District: Yamhill, Oregon

Provided M&V and Performance Assurance Reports for Seattle Tacoma (SeaTac) International Airport in the State of Washington, State of Idaho and Boise State University (BSU) in Idaho, Yamhill Carlton School District in Oregon and etc.

King County Goathill Project: Seattle, WA

Developed M&V plans to meet the requirements established by the U.S.Green Building Council (USGBC) for capturing LEED Credit Certifications in the State of Washington for the 13-story LEED silver-rated office building. M&V plans follow and adhere to International Performance Measurement and Verification Protocol (IPMVP) methodologies.

Colorado, New Mexico, Texas, Georgia, Wyoming, Alaska, Washington, Oregon, and Idaho areas.

Served Performance Contracting Clients in several states.



Rich Oliver

PERFORMANCE ASSURANCE AND CLIENT RELATIONSHIP MANAGER

EDUCATION

- Wichita State University, Bachelor of Business Administration
- Texas Tech, Public Administration

QUALIFICATIONS

- Customer relationships
- Performance-based contracting
- Public sector finance
- Sustainability Integrated Design and Delivery
- Operations implementation

REFERENCES

RAY FRIED

Associate Vice Chancellor Facilities Planning and Construction TSTC Statewide
ray.fried@tstc.edu
325-235-7302

TENURE

Rich has over 40 years of industry experience.

CITY OF RESIDENCE

Plano, Texas

Rich has more than 40 years of experience working with public sector owners, much of it in education. Rich focuses on supporting teams by working with them to identify and develop solutions and strategies for solving the technical and financial challenges associated with aging infrastructure, energy efficiency, sustainability and water conservation. His primary responsibility will be to ensure customer satisfaction during design, development, implementation and ongoing services.

He has led technical, financial, business development and operations teams performing energy and water conservation projects since 1993 and has served clients with their renewable, mechanical and control systems, service and energy needs since 1969. He has been involved in the delivery and more than 100 design-build/performance contracts and energy efficiency upgrades.

Rich is the past co-chair of the Texas Energy Services Coalition working with the Texas State Energy Conservation Office and served on the Texas Governor's Energy Council to improve the delivery of energy savings performance contracting across Texas.

He was nominated for the Clean Air through Energy Efficiency Gregg Cooke Award for Excellence in Environmental Leadership in 2015.

Rich received his Business Administration degree from Wichita State University while working in a variety of roles in design engineering of a major HVAC manufacturer.

PROJECT EXPERIENCE

K-12

Goose Creek CISD ESPC; Baytown, TX

Goose Creek CISD ESPC — \$4,866,124 — completed 2013

Project included lighting efficiency improvements, water improvements, computer power management, HVAC systems efficiency improvements, and controls redesign. McKinstry worked with the District to apply for the State Energy Conservation Office (SECO) LoanSTAR program and helped them receive \$5M in LoanSTAR funding.

Orangefield ISD ESPC; Orangefield, Texas

\$2,184,234

District-wide ESPC including chilled water plant and distribution plant improvements at the high school, controls upgrades at the elementary and high schools, and computer power management.

Jourdanton ISD ESPC; Jourdanton, TX

\$2,224,870

Renovations to existing HVAC, controls, plumbing, electrical, and lighting systems. Project also includes ancillary and adjacent work intended to improve building envelope deficiencies, improve HVAC zoning, reduce fuel usage, and improve the overall campus environment.

Liberty-Eylau ISD ESPC, Texarkana, TX

\$900,000

Renovations to the existing HVAC, controls, water, lighting, and other systems.



RICH OLIVER

Rich Oliver

Bullard ISD, ESPC Bullard, TX

\$749,988

Central Plant and HVAC control system modifications for Bullard High School.

HIGHER EDUCATION

University of Texas, El Paso

\$12,800,000

2.4M gallon thermal storage, relocate central cooling plant from central campus location, replace chill water piping across campus. Economic Analysis saving more than \$1,000,000 a year in energy and operating cost.

University of Texas – San Antonio

\$1,500,000

New central cooling plant, museum quality lighting renovation, control system optimization

University of Texas Health Science Center – Galveston

\$8,000,000

Central Plant upgrades including cooling tower, pumps, motors and drives, control system optimization. Sustainable solar photo voltaic power for parking garage lighting

Texas State Technical College West

\$1,400,000

SECO LoanSTAR ESPC project including HVAC equipment replacement, lighting, building automation controls optimization, computer and vending machine management.

Texas State Technical College Marshall

\$1,000,000 - ongoing

HVAC system replacement, control system renewal and optimization, transition to sustainable operations.

Ranger College, Ranger, TX

\$1,968,000 - ongoing

SECO LoanSTAR project including replacing old and inefficient HVAC equipment, programmable thermostats, replacing inefficient lighting and adding occupancy sensors, improving building envelopes including adding window film to reduce solar heat gain, adding insulation, and retrofitting existing plumbing fixtures to reduce water consumption.

Tarleton State University, Stephenville, TX

\$798,000

Project includes drilling for new well to provide make-up water for cooling tower. Total scope includes new well, cooling tower water storage tank, storage tank pump, piping, controls, and electrical. The existing well will be plugged and the pump will be removed.

HEALTHCARE

Rolling Plains Memorial Hospital, Sweetwater, TX

ESPC Ph. 1 – \$2,398,275

Energy Performance Contract which included a full HVAC remodel and design to operate VAV boxes, new boilers, new dx rooftop units and install of a fire suppression and alarm system.

Hermann Memorial Hospital

Design and Installation of Energy and Environmental Control Systems for 2.5 million square feet of patient, medical and surgical area.

MUNICIPAL

City of Corpus Christi, TX

Phase 1 ESPC – \$7,031,000

This project implemented (31) facility improvement measures throughout the City of Corpus Christi and included lighting retrofits, chiller and cooling tower retrofits, HVAC controls, retro-commissioning and plug load power management.

Phase 2 ESPC – \$7,709,000

The Phase 2 of work at the City of Corpus Christi includes renovations to existing HVAC controls, building envelope, lighting, and domestic water systems, as well as retro-commissioning of energy systems. The measures will be implemented at over 70 of the City's facilities.

City of Grand Prairie, TX

City-wide Energy Savings Performance Contract utilizing a Renewable Energy Grant and the Energy Efficiency and Conservation Block Grant Award. Phase 1 scope included over 70 different measures such as solar thermal, solar photovoltaic, energy management system installations, cool roofing, HVAC system replacements, lighting retrofits, and LED lighting applications. Project was funded through multiple sources including ARRA Grant funds, Texas Distributed Renewable Grant, rebates and incentives, and through the creative of an internal revolving loan financing program. Phase 2 consisted of a solar PV ESPC. Phase 3 was a Smart Building Solutions project.

City of McKinney, TX

Energy Consulting, Grant Applications, Design, Sustainability team member for a City and Community-wide Sustainability Program.

City of Garland, TX

Energy Consulting for Auditing and Greenhouse Gas calculation and reporting as part of the development of an overall Sustainability Program for the City.

City of Pasadena, TX

ARRA Energy Efficiency and Conservation Block Grant application, activity identification and federal reporting.

City of Sugar Land, TX

ARRA Energy Efficiency and Conservation Block Grant application development, activity identification, implementation and federal reporting. Scope included solar photovoltaic, energy management system installations, lighting retrofits, and LED lighting applications.

Bering Park of Houston, TX

Design and installation of energy and water conservation systems, high and low rise life safety systems, access control, elevator upgrades, high efficiency lighting and air conditioning systems. All work was funded from the energy savings created from the facility improvements.

