

TIPS VENDOR AGREEMENT (JOC)

Between Powers of Arkansas and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 200201 Trades, Labor and Materials (JOC)

General Information

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

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

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

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

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges 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, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support 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 contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act

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

Other Wage Rates

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

Tax exempt status

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

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. 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 two (2) years with an option for renewal for additional two (2) consecutive one-year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "Termination for Convenience". The Second one-year renewal term is only if both Parties agree.

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause 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

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract 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.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book

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

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm 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 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. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. 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 work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. 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), 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 bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS 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, TIPS is to 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review of a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain 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 (when applicable to service or job)

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

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

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

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

Smoking

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

Marketing

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

Supplemental agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of 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 random audits of Awarded Vendor's pricing that is offered to 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-complying 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 format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

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.

Bonding

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

Professional Engineering and Architect's Services

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

Scope of Services

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

Project Delivery Order Procedures

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

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “Scheduling of Projects”.

Support Requirements

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

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.

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

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

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

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

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

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

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

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested 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.

TIPS Vendor Agreement Signature Form

RFP 200201 Trades Labor and Materials (JOC)

Company Name Powers of Arkansas

Address 5440 Northdshore Drive

City North Little Rock State AR Zip 72118

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

Email of Authorized Representative Rmccarty@powersar.com

Name of Authorized Representative Ron McCarty

Title Executive Vice President

Signature of Authorized Representative 

Date 04/01/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 4/23/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200201 Addendum 3 Powers of Arkansas Supplier Response

Event Information

Number: 200201 Addendum 3

Title: Trades, Labor and Materials (JOC)

Type: Request for Proposal

Issue Date: 2/6/2020

Deadline: 4/3/2020 03:00 PM (CT)

Notes: If your company currently has a Job Order Contracting (181101) **it is not necessary or beneficial to you to respond to this solicitation as your current contracts allow you to perform the same work as this new solicitation would permit.** Unless and if you wish to bid different terms, pricing or otherwise change from your existing contract, Job Order Contracting (181101), proposing on the current solicitation provides no additional benefits to your company.

Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This

RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations. If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

Contact Information

Contact: Jensen Mabe, Construction Program Manager

Address: Region VIII Education Service Center
4845

Pittsburg, TX 75686

Phone: +1 (903) 438-6237

Fax: +1 (866) 839-8472

Email: bids@tips-usa.com

Powers of Arkansas Information

Address: 5440 Northshore Drive
North Little Rock, AR 72118-5319
Phone: (501) 374-5420
Fax: (501) 370-9298
Toll Free: (877) 274-7127

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

Ron McCarty

Signature

Submitted at 4/2/2020 3:54:04 PM

rmccarty@powersar.com

Email

Requested Attachments

Vendor Agreement

200201 Vendor Agreement JOC.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

200201 Vendor Agreement Signature Form.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

200201_Pricing_Form - Completed.xlsx

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.

RS Means Pricing Form JOC

200201 RS MEANS JOC Pricing Form.pdf

The vendor must download the "RS Means JOC PRICING_FORM" from the attachment tab, fill in the requested information and upload the completed agreement. DO NOT FAIL TO COMPLETE ALL SECTIONS AND BLANKS IN THE FORM OR IT COULD RENDER YOUR RESPONSE INVALID.

DO NOT UPLOAD encrypted or password protected files.

Xactimate Pricing JOC Form

No response

Should you choose to provide optional Xactimate pricing on you should upload that form here

References

References - POA.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. 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

Goods and Services - POA.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. I 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.

D/M/WBE Certification OPTIONAL

D-M-WBE- Certification.docx

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

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.

Warranty

Warranty Information-POA.docx

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

Supplementary Information - POA.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

Certificates and Licences = POA.pdf

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

Powers CCFL tagline BHC&S.jpg

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: 350 x 350 pixel - .png, .eps, .jpg preferred.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

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

CERTIFICATION OF CORPORATE OFFERER FORM- signed.pdf

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

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

No response

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

CERTIFICATION OF CORPORATE OFFERER FORM- signed.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.

Bonding Capacity Letter from Surety/Insurance Company

Bond Letter - POA.pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

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="No"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
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="Arkansas, Texas, Oklahoma, Missouri, Louisiana, Tennessee"/>
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="Headquartered in North Little Rock, AR, Powers of Arkansas is the largest privately held Building HVAC, CONTROLS, and SERVICE company in the state with more than 160 highly trained employees, including more than 100 installation and service technicians. POWERS offers a full range of Building HVAC Systems technologies. Our customer base of over 400 customers ranges from K-12 educational facilities to Higher Education, Hospitals and Medical Facilities, Federal and State government buildings, Commercial buildings and Industry.

POWERS is prominent Manufacturer Rep Company unique in our offering with a full line of HVAC equipment and controls, Air distribution equipment and Hydronic Equipment.

POWERS provides mechanical and control services specializing in total system service, full coverage, preventive maintenance which covers all HVAC mechanical and control systems.

POWERS is the independent field office for Siemens Building Technologies, USA in Arkansas. Siemens is the global leader in providing technically and commercially integrated, solutions and services for the technical infrastructure of buildings. Using systems integration solutions from Siemens, POWERS brings together HVAC, building automation, lighting, laboratory, power, and hundreds of third-party systems."/> .
6	Primary Contact Name Primary Contact Name <input type="text" value="Ron McCarty"/>

7	Primary Contact Title Primary Contact Title <input type="text" value="Executive Vice President"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="rmccarty@powersar.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5013745420"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5013709298"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5013505728"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="James Grotjohn"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Controller"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="Jgrotjohn@powersar.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5013745420"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5013709298"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="5019442331"/>	

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

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

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="5013745420"/>	

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

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

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="5013505728"/>	

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

25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)
<input type="text" value="71-0606308"/>	

26	Primary Address Primary Address
<input type="text" value="5440 Northshore Drive"/>	

27	Primary Address City Primary Address City
<input type="text" value="North Little Rock"/>	

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

29	Primary Address Zip
	Primary Address Zip
	<input type="text" value="72118"/>

30	Search Words:
	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)
	<input type="text" value="Siemens Building Automation Systems (Apogee & Desigo), Tridium, HVAC Equipment, HVAC Commercial Service, Full Mechanical Services, Powers, Intelligent Control Service, HVAC Commercial Equipment, TAB services, Energy Consulting Services, Building, Energy Savings Team, Recommissioning, Commissioning/Start-up, HVAC Equipment installation/Retrofit, Equipment Sales: Air Monitor, Aeon, Airedale, Bosch, Cook, Data Aire, Dectron, Delta Cooling Towers, Enviro-Tec, Hastings HVAC, LJ Wing, Modine, Samsung, Acutherm, CapitveAire, DFP, Entrematic, Smardt Chillers, Seasons-4 Air Handlers, Yaskawa Drives, ToxAlert International, USA Coil and Air, Blue Ridge Lighting, FabricAir, Powered Aire Inc, SkyBlade, VTS Air Handlers, Peppertreeair, Pottorff, Selkirk, Titus, Ventaire, Rayall, Delta Controls, Tridium, Specified Controls, DBamericas, Chillit Chillers, Quantech"/>

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="No"/>

3 3	Company Residence (City)
	Vendor's principal place of business is in the city of? <input type="text" value="North Little Rock"/>

3 4	Company Residence (State)
	Vendor's principal place of business is in the state of? <input type="text" value="Arkansas"/>

3 5	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.

3 6	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 type="text" value="Yes"/>

3 7	Regular Hours Coefficient
	What is your regular hours coefficient for the RS Means Price Book? Example: A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient. Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher. <input type="text" value="0.93"/>

3 8	After Hours Coefficient
	What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? Example: The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45. Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher. <input type="text" value="1.39"/>

3 9	Non-Pre-Priced Markup
	If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup? Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage. <input type="text" value="25%"/>

4 0	Yes - No Do you offer additional discounts to TIPS members for large order quantities or large scope of work? <input type="text" value="Yes"/>
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4 1	Years Experience Company years experience in this category? <input type="text" value="30"/>
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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"/>
--------	--

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?

No

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.

No response

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, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

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

5 **2 CFR PART 200 Contract Provisions Explanation**

2 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 **2 CFR PART 200 Contracts**

3 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 **2 CFR PART 200 Termination**

4 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 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute #59, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

61 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.

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 ABOVE QUESTIONS 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.

No response

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3

Davis-Bacon Act compliance.

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

6 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

4 Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

6 **Indemnification**

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

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

Yes

6 Remedies

6

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 Remedies Explanation of No Answer

7

6 Choice of Law

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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. 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?

6 **Jurisdiction and Service of Process**

9 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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County 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?

7 **Alternative Dispute Resolution Explanation of No Answer**

0

7 **Infringement(s)**

1 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?

7 **Infringement(s) Explanation of No Answer**

2

7 **Acts or Omissions**

3 The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

7 **Acts or Omissions Explanation of No Answer**

4

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5

Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

7
6

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?

Yes

7 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.

Some

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

9 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.

8 **Texas Government Code 2270 Verification Form**

0 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.

8 1 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: 350 x 350 pixel - .png, .eps, .jpg 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)

8 2 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 3 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).

No response

84 Required Confidentiality Claim Form

Required Confidentiality Claim Form

This 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 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@tips-usa.com

85 Choice of Law clauses for 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.

86 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.

87 Attribute deleted as part of an Addendum

88 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.

89 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?

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

9
0

Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. 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 same to TIPS.

9
1

Solicitation Deviation/Compliance

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

Yes

9
2

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.

No response

9
3

Agreement Deviation/Compliance

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

Yes

9
4

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.

No response

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
White Hall School District	Jackie Mossburg	MossburgJ@whsd.k12.ar.us	870-247-4783
Osceola School District	Richard Ford	rfordgca@oed1.org	870-557-5984
Jefferson Labs – NCTR	Greg Tapp	greg.tapp@fda.hhs.gov	870-543-7231
John Brown University	Steve Brankle	sbrankle@jbuu.edu	479-524-7209
University of Arkansas at Monticello	Rusty Rippe	rippee@uamont.edu	870-723-3554
Cleveland County School District	Craig Dupuy	Craig.Dupuy@Rison.k12.ar.us	870-325-6344
Perryville School District	Dr. Walt Davis	andrea.crowder@perryvilleschool.org	501-889-2327

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: Powers of Arkansas
(Name of Corporation)

Lisa B. Hope certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Ron McCarty
(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

Executive Vice 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

Lisa B. Hope
SIGNATURE

3-31-2020
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.

Powers of Arkansas

Name of company

Ron McCarty, Executive Vice PResident

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

5440 Northshore Drive North Little AR 72118 501-350-5728

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 2 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 INFORMAITON REQUEST IS MADE FOR OUR PROPOSAL.

Signature  Date 04/01/2020

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 04/01/2020

Bond Letter

Please see attached for Bond capacity letter for Powers of Arkansas.



March 30, 2020

Interlocal Purchasing System
4845 Highway 271 North
Pittsburg, TX 75686

RE: Powers of Arkansas, Inc.

To Whom It May Concern:

Please consider this letter as confirmation that Powers of Arkansas, Inc. is a valued client of this agency. Powers of Arkansas, Inc. has an excellent reputation within the construction community for their past work.

Powers of Arkansas, Inc.'s surety is National American Insurance Company. We are in a position of issuing single project performance and payment bonds up to \$5,000,000 with an aggregate work program of \$10,000,000. Each individual project is considered on its own merits as it relates to Powers of Arkansas, Inc.'s existing work load. Considered items include, but are not limited to, Powers of Arkansas, Inc.'s financial condition at the time of contract bid and/or award, proof of construction funding, contract terms and conditions, length of project and penalties, just to name a few.

I have had the privilege of assisting Powers of Arkansas, Inc. with their surety needs for over 13 years. Under the current ownership and leadership, along with their assembled team of professionals, we have been able to secure bonds for Powers of Arkansas, Inc.'s largest job and work program to date.

Please feel free to contact me should you have any questions regarding this matter.

Yours truly,

A handwritten signature in blue ink that reads "Cindy Trickey".

Cindy Trickey

/ph

DISCLAIMER: This letter shall not be construed as a pro bono prequalification. Please note that the decision to issue performance and payment bonds is a matter between Powers of Arkansas, Inc. and National American Insurance Company and will be subject to National American Insurance Company's standard underwriting procedures at the time of the final bond's request, which will include, but not be limited to, the acceptability of the contract documents, bond forms and financing. Sterling Seacrest Partners, Inc., Powers of Arkansas, Inc. nor National American Insurance Company assume no liability to third parties or to you if for any reason we do not execute said bonds.

SURETY | INSURANCE | RISK MANAGEMENT | EMPLOYEE BENEFITS

PO Box 16445 • Little Rock, AR 72231 • 501-588-0857 • www.sterlingseacrest.com

ATLANTA • SAVANNAH • COLUMBUS • LITTLE ROCK • HILTON HEAD ISLAND

D/M/WBE Certifications

Powers of Arkansas does not have a Disadvantaged/Minority/Women Business Enterprise Certification.

Company Profile – Powers of Arkansas - Licenses and Certifications

Please see attached for additional details for listing of Licenses and Certifications

DATE 01/22/2020

City of North Little Rock, Arkansas
Joe A. Smith, Mayor

Business Privilege License

2020

POWERS OF ARKANSAS INC
5440 NORTSHORE DR
North Little Rock, AR 72118

NO. BL2020-01179
Issue Date 01/22/2020
Expiration 12/31/2020
Account No. 09478

THIS CERTIFIES THAT POWERS OF ARKANSAS INC

Has been duly licensed at the CITY CLERK & TREASURER'S OFFICE of the City of North Little Rock
and is hereby entitled to carry on the following trade or occupation.

THE FOLLOWING LICENSE(S):

12 A/C & HTG DEALERS/SERV/SALES/INSTALL
0523 CONTRACTOR, ELECTRICAL


TOTAL: \$3,861.15

MAILING ADDRESS:

POWERS OF ARKANSAS INC
5440 NORTSHORE DR
North Little Rock, AR 72118

**NOT TRANSFERABLE
or REFUNDABLE
MUST BE POSTED ON PREMISES
OR IN VEHICLE**

2020

By  **Diane Whitbey**
City Clerk and Treasurer
, Deputy



ARKANSAS DEPARTMENT OF HEALTH

COUNTY: Pulaski

4815 W Markham St, Slot H-29
Little Rock AR 72205

HVACR Class 'A' License

Fiscal Year

*N/A

Permit No.	0935490
Receipt No.	22513871
Date	11/16/2018
Amount	\$200.00
Check No.	90716

Thank you for your payment!

ARKANSAS DEPARTMENT OF HEALTH

THIS CERTIFIES THAT

ROSS ALAN HOPE

POWERS OF ARKANSAS

IS DULY

LICENSED

IN THE STATE OF ARKANSAS AS A/AN

CLASS 'A' HVACR CONTRACTOR

Rec No.	License No.	Expires
22513871	0935490	11/30/2019

This is your receipt for payment of HVACR CLASS 'A' LICENSE.

ROSS ALAN HOPE
POWERS OF ARKANSAS
P O BOX 8112
LITTLE ROCK

AR 72203

State of Arkansas
Commercial Contractors Licensing Board

POWERS OF ARKANSAS, INC.
5440 NORTHSHORE DR
NORTH LITTLE ROCK, AR 72118

POWERS OF ARKANSAS, INC.

This is to Certify That _____

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

**ELECTRICAL
SPECIALTY**
Heating, Ventilation, Air Conditioning, Refrigeration

This contractor has an unlimited suggested bid limit.

from March 8, 2019 until February 28, 2020 when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



W. Sam Wajda

CHAIRMAN

Matthew Cook

SECRETARY

March 8, 2019 - dsa

**ARKANSAS HEATING, VENTILATION, AIR CONDITIONING
& REFRIGERATION LICENSING BOARD**



0935490

LICENSE NUMBER

NOVEMBER 16, 2009

DATE OF ORIGINAL LICENSE

ROSS ALAN HOPE

(POWERS OF ARKANSAS)

NAME

Has Demonstrated Knowledge & Ability to be Certified as
HVACR CONTRACTOR CLASS A LICENSE

and has been Licensed as Such by
The Arkansas Heating, Ventilation, Air Conditioning & Refrigeration Licensing Board

**ARKANSAS HEATING, VENTILATION, AIR CONDITIONING
& REFRIGERATION LICENSING BOARD**



0935490

LICENSE NUMBER

NOVEMBER 16, 2009

DATE OF ORIGINAL LICENSE

ROSS ALAN HOPE

NAME

(POWERS OF ARKANSAS)

Has Demonstrated Knowledge & Ability to be Certified as
HVACR CONTRACTOR CLASS A LICENSE

and has been Licensed as Such by
The Arkansas Heating, Ventilation, Air Conditioning & Refrigeration Licensing Board



State of Arkansas
 Arkansas Department of Labor and Licensing
 HVACR Section
 10421 West Markham
 Little Rock, AR 72205-2190
 Phone: (501) 682-4534 Fax: (501) 682-4562
 TDD: 800-285-1131 www.labor.arkansas.gov

ASA HUTCHINSON
 Governor

DARYL E. BASSETT
 Secretary of Labor

Your license is attached. If you have any questions regarding this document or its use, please contact the Arkansas HVACR Section at (501) 682-4534.

**ARKANSAS DEPT OF LABOR AND LICENSING
 HVACR SECTION**

THIS IS TO CERTIFY

Ross Alan Hope
 221 South Ridge Road
 Little Rock, AR 72207

Ross Alan Hope
 221 South Ridge Road
 Little Rock, AR 72207



IS LICENSED AS
HVACR
CLASS A A Hope Company
 Issued: 10/12/2012 Expires: 10/31/2020
 1051250

ASA HUTCHINSON
 Governor



**HVACR
 CLASS A**

State of Arkansas
 Arkansas Department of Labor and Licensing
 HVACR Section
 10421 West Markham
 Little Rock, AR 72205-2190
 Phone: (501) 682-4534 Fax: (501) 682-4562
 TDD: 800-285-1131 www.labor.arkansas.gov

DARYL E. BASSETT
 Secretary of Labor

Ross Alan Hope
 221 South Ridge Road
 Little Rock, AR 72207

LICENSE #:
 1051250

Ross Alan Hope

Class A - Entitles the licensee to perform HVACR work without limitation to BTUH or horsepower capacities

Given under our hand and seal this 24th day of Feb , 2020 This license expires: 10/31/2020

Daryl E. Bassett

SECRETARY OF LABOR

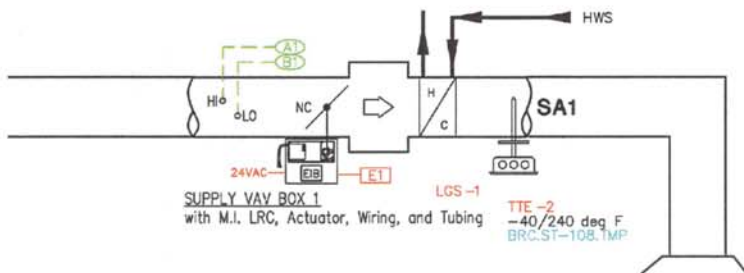
Ross Alan Hope

DIRECTOR, DIVISION OF LABOR

Products and Services

Attached is the line list of products and Services that Powers of Arkansas provides related to the Trades, Labor and Materials (JOC).

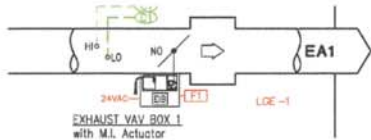
CREATING CUSTOMERS FOR LIFE BUILDING HVAC, CONTROLS, & SERVICE



CREATING
CUSTOMERS
FOR LIFE

POWERS

BUILDING HVAC. CONTROLS. & SERVICE



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

John Hardman
 Ouachita Baptist University



BUILDING TEAMWORK

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

—Arnold H. Glasow

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

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

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

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

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

Alan Hope
 President



THE CONTROLS COMPANY

BUILDING SOLUTIONS

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

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

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

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

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

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

"Powers of Arkansas has always been very committed to their customers. At UAMS they have assisted on all phases of

construction projects, including planning, design, and actual construction. Powers strives to insure that construction projects are completed in a timely manner and systems are working properly before they are turned over to the owner."

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



University of Arkansas for Medical Sciences/Little Rock





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

Neal Mauldin
Conway Regional
Medical Center



BUILDING CONTROLS

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

CONTROLS

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

ENERGY MANAGEMENT SYSTEMS

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



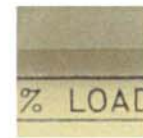
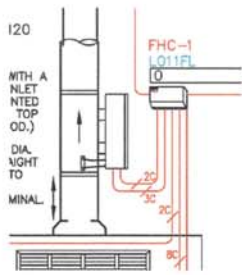
ADVANTAGES OF SIEMENS INTEGRATION:

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

SIEMENS SYSTEMS INTEGRATION

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

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



BUILDING ENERGY SAVINGS TEAM

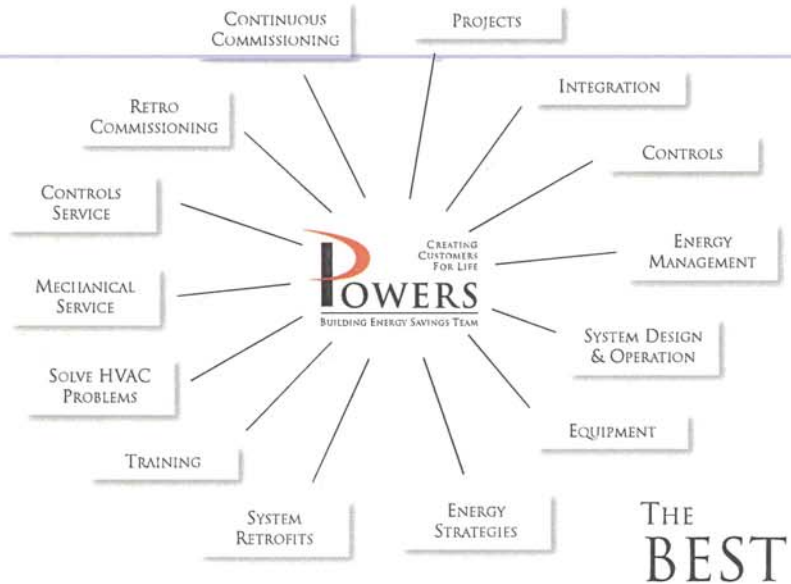
Over a 30-year period, initial building costs account for only 2% of the total cost of most buildings, with energy being the largest portion of the operating and maintenance expenditures.

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

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

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

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



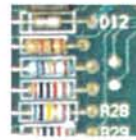
ONLY THE BEST

Average number of years of experience per employee:

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

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





Powers was named
Arkansas Business
of the Year for 2010
by ARKANSAS BUSINESS
magazine, and
Siemens has
selected Powers as
Independent Field
Office of the Year
for both 2010 and
2011.

BUILDING SERVICE MECHANICAL SERVICE & CONTROLS SERVICE

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

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

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

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



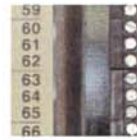
BUILDING ENERGY STRATEGIES

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

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

OTHER ENERGY SERVICES

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



BUILDING SUCCESS

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

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



Metropolitan Tower/Little Rock

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

Hank Kelley, CEO
Flake and Kelley Commercial

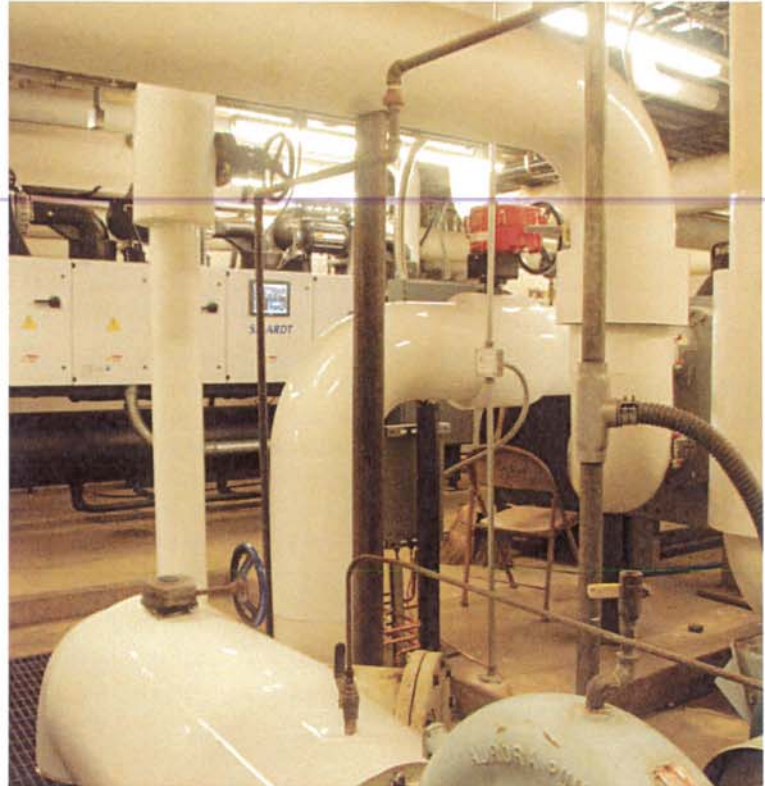
CREATING CUSTOMERS FOR LIFE

CONTACT Us

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

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

Our mission is to help you succeed.



Headquarters:

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

Northwest Arkansas Branch

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

Heber Springs Office

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



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

NOTHING WORKS WITHOUT THE RIGHT PART

As the authorized Arkansas representative for more than 50 original equipment manufacturers (OEMs), **POWERS PARTS** can get you the part you need to finish whatever project you're working on.

If it's on our linesheet, **Robert** or **Josh** can set you up. Just give them

a call (**Robert** at 501.658.5922 or **Josh** at 501.413.2215). Or better yet, take a photo of the part's nameplate with your phone and text it to **them** at the same numbers.

POWERS PARTS is a division of **Powers of Arkansas**, the largest building automation controls and HVAC company in the state. Our warehouse is located at the company's main headquarters in North Little Rock.

POWERS PARTS

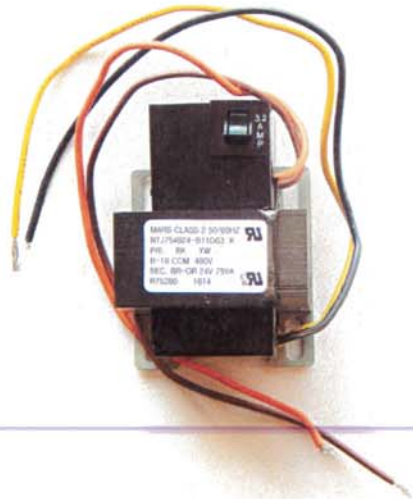
5440 Northshore Drive

North Little Rock, AR 72218

501.658.5922 or 501.413.2215

Main number: 501.374.5420

www.powersar.com



WHEN THE JOB
CALLS FOR PARTS,
CALL OR TEXT
ROBERT ROSS
AT 501.658.5922
OR **JOSH WARD**
AT 501.413.2215



TEST, ADJUST, BALANCE

POWERS OF ARKANSAS

A NEBB-CERTIFIED FIRM

Building owners and tenants are rightly concerned about the cost-effective performance of the heating and air (HVAC) systems in their buildings. The best way to ensure that an HVAC system is operating at peak efficiency is to have it properly tested, balanced, and/or commissioned by a NEBB-certified professional or technician.

NEBB (National Environmental Balancing Bureau) is the premier international certification association for firms that deliver high-performance building systems. It establishes, promotes, and maintains high standards through certification of firms, professionals, and technicians.



Here are the key NEBB services that Powers of Arkansas provides:

- Testing, Adjusting, and Balancing of HVAC systems
- HVAC Building Systems Commissioning and Retro-Commissioning (Cx)

WHAT IS TAB?

Testing, Adjusting, and Balancing (TAB) is a process for verifying, adjusting, and documenting new or existing HVAC systems. After an HVAC system has been designed and installed, the next step is to test and balance everything in the system to reach peak performance—from air-handling units and variable air volume boxes to chillers, boilers, and pumps.

By balancing air and water flows and using special test equipment, NEBB professionals and technicians are able to verify that the system is installed and operating as intended. At the end of the process, the building's owners or tenants receive a detailed report showing how the HVAC system is working. The report also documents design data, preliminary data, and final test data.

Due to the training, certification, and specialized equipment required, TAB work is a discipline that should be performed by an independent, certified contractor like Powers of Arkansas.

Powers of Arkansas has provided me with timely responses to my needs.

They provide certified documentation indicating room pressures and air change rates for my facilities that I use to satisfy the Joint Commission requirements.

Phil Davis
Northwest Medical Center
Springdale
Northwest Medical Center
Bentonville

WHAT WE DO

- Building Controls
- Controls Service
- Mechanical Service
- HVAC Equipment
- Air Distribution
- NEBB Certified TAB
- Retrofit Projects
- HVAC Solutions
- OEM Parts
- Training



At Powers, we have more than 55 years of experience in our TAB/Cx division. Our skill sets range from “plan and spec,” to specific room pressurization verification (e.g., labs, isolation rooms, operating rooms, etc.), to HVAC system examination, trouble-shooting, and commissioning. In addition, we have extensive HVAC-related experience among our 100-plus HVAC field employees.

NEBB certification is tangible proof of our qualification to perform work in accordance with NEBB standards.

We specialize in hospitals, labs, K-12, higher education, and other facilities all across Arkansas.

We stand ready to provide you with the very best in NEBB-certified TAB or commissioning services.

At Powers, we truly believe in “Creating Customers for Life.” Let us show you what that means.

To learn more, contact **Curt England**, team leader, NEBB-certified professional, and LEED AP, at 501.374.5420 or cengland@powersar.com.



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

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



WHAT CAN TAB DO FOR YOU?

When done properly, HVAC system testing and balancing offers building owners several benefits:

- Optimal equipment performance, which can lead to reduced energy consumption
- Improved indoor air quality, which can improve occupant comfort and greater employee productivity
- Reduced maintenance costs and equipment failures



CONTROLS

SIEMENS
 Building Technologies, Inc.

APOGEE Building Automation and Controls, integration, critical environments, K-12, higher education, commercial, federal, state, and municipalities

www.buildingtechnologies.siemens.com



Air-flow measuring stations
www.airmonitor.com



Building automation and controls systems
www.tridium.com



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

WE CAN HELP YOU WITH CONTROLS SERVICE AND INTEGRATION
 APOGEE by **SIEMENS**

Alerton, Andover, Delta, Distech, Honeywell, Invensys, Johnson Controls, KMC, Trane, Tridium, Wattmaster, BACnet, ModBus, and more...

HVAC EQUIPMENT



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



Ionization systems for odor and corrosive-contaminant control
www.aerisa.com



Water-source heat pumps • Water heaters • Condensing boilers
www.bosch-climate.us



Fans • Blowers • Gravity ventilators • Energy-recovery units • High-plume dilution blowers for laboratory systems
www.lorencook.com



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



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

HVAC EQUIPMENT (CONTINUED)



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



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



Making your home Green & Smart
 Residential air-conditioner and heat-pump
 systems using inverter and "smart"
 IoT technology
www.ecoer.com



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



Split-system air conditioners/heat pumps,
 commercial and residential
www.fraser-johnston.com



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



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



Self-contained heating, ventilation, and air
 conditioning products
www.marvair.com



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



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



Air-cooled chillers
www.quantech-hvac.com



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



Variable refrigerant flow systems
www.samsunghvac.com



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



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



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



Packaged air-conditioning units and split-systems
www.tempmasterhv.com



A Division of Nallor International Inc.
 Semi-custom air-handling units
www.thermal-corp.com



Detection systems and controllers
www.toxalert.com



Replacement coils • Fan coil units
www.usacoil.com



Noise control solutions for HVAC systems
www.vibro-acoustics.com



Modular air-handling units
www.vtsgroup.us



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

AIR DISTRIBUTION



Therma-Fuser™ Systems
 Therma-fuser VAV diffusers •
 Variable-flow diffusers
www.acutherm.com



Kitchen hoods with integral fire suppression •
 Therma-fuser VAV diffusers •
 Variable-flow diffusers
www.captiveaire.com



Fans • Blowers • Gravity ventilators •
 Energy-recovery units • High-plume dilution
 blowers for laboratory systems
www.lorencook.com



Pre-engineered fire-suppression
 rangehood systems
www.denlarhoods.com



High-volume, low-speed fans
www.entrematicfans.com



Fabric air-dispersion systems
www.fabricair.com



Flexible duct and fittings
www.peppertreeairsolutions.net



Louvers • Dampers • Screens
www.pottorff.com



Air curtains and air doors
www.poweredaire.com



Chimney flues
www.selkirkcorp.com/heatfab



Grilles and registers • VAV and CV terminals
www.titus-hvac.com



CO exhaust systems • Dust collection
www.ventaire.com

HYDRONICS & STEAM



ADVANCED THERMAL HYDRONICS

Hydronic boilers • High-efficiency cast iron condensing boilers

www.knseries.com



Hydronic separators • mixing and balancing valves

www.caleffi.com



Cooling towers • Tanks • Pump/heat exchanger skids

www.deltacooling.com



Acidic condensate neutralizers
www.jjmboilerworks.com



Hydronic boilers • High-efficiency cast iron condensing boilers

www.knseries.com



Water storage tanks
www.nilesst.com



Steam and hydronic firetube boilers
www.powermaster.com.mx



Gas and electric steam and hydronic boilers and accessories

www.precisionboilers.com



Hydronic boilers, condensing and non-condensing
www.rbiwaterheaters.com



Siemens combustion controls
www.scccombustion.com



End-suction single-stage centrifugals
www.scotpump.com



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



Cast iron steam and hydronic boilers
www.smithboilers.com



Modular chillers
www.tandemchillers.com



Plate heat exchangers
www.tranter.com



Gas, oil, and dual-fuel high-efficiency burners
www.weishaupt-corp.com



Pumps and pump systems for heating, air conditioning, cooling
www.wilo.com/us/en

Powers of Arkansas – Supplementary Information

Please see attached Supplementary Information for Powers of Arkansas.

Company Profile – Powers of Arkansas - Company History

Please see attached for additional details related to the history for Powers of Arkansas

The History of Powers of Arkansas

We want to do everything related to Heating Ventilation and Air Conditioning (HVAC) for our customers and do it well. Our role is to do the things that keep our customers comfortable in the most efficient way. Our goal is to enhance the comfort, efficiency, and reliability of our Customers facilities.

We have many ways we do this HVAC work for our customers.

For the Consulting Engineer we provide design assistance, training, technical knowledge, equipment selections and budgets for the buildings HVAC systems they are designing in new buildings and remodels. Our HVAC Equipment, Air Distribution, and Controls sales staff work with Consulting Engineers every day to provide the resources they need to complete their designs.

For the Contractor we provide pricing and execution of HVAC related items on projects. We may be quoting HVAC Equipment, delivering Air Distribution, installing Building Automation and Controls, or performing the NEBB Certified Test, Adjust, and Balancing (TAB). We work to meet their construction schedules, coordinate with other trades, and deliver the project on time.

For the Building Owner, Manager, or Maintenance Staff we strive to meet their every need related to HVAC. We are the experts in HVAC, just as they are accomplished in their roles. We want to carry the burden of the building HVAC. We have over a hundred people who know everything about HVAC. We have Powers people who can diagnose the problem, recommend the solution, and then fix it.

Building HVAC, Controls, and Service is our tagline.

- **Building** Our focus is commercial, institutional, and industrial facilities.
- **HVAC** includes the mechanical equipment and air distribution systems that deliver heating and cooling to the building.
- **Controls** include the Building Automation and Control System that operates all of the mechanical equipment. The Energy Management System component of the Controls is programmed to operate the mechanical equipment efficiently. Intelligent Control delivers a new higher level of strategic operation.
- **Service** is mechanical and control service that maintains all of the HVAC and Controls in the building. All equipment and controls need maintenance to keep them operating properly and efficiently. Preventive maintenance is necessary to ensure equipment is maintained. Our proactive approach demonstrated by Intelligent Control anticipates problems so they can be remedied without interruption.

So what does Powers do? We are the Consulting Engineers' resource for HVAC Equipment and Controls specification and technical knowledge. We are the

Contractors' supplier of equipment and installer of controls. We are Building Owner/Manager's "go to" company for all heating and cooling needs. We are there so they don't have to worry about comfort.

The story of Powers in a video.

What's in a name?

In 1891 a man named Powers started Powers Regulator with a thermostat for boilers. In 1984 the predecessor of Powers of Arkansas, MCC Powers decide to change the 'Factory Office' to and "Independent Field Office," which became Powers of Arkansas located on Westpark Drive in Little Rock. In May of 1984, Alan Hope upon graduating from the UAF started work at MCC Powers as a Field Engineer. In October, MCC Powers announced they were transferring the Factory Office to an Independent Field Office effective January 1, 1985. Paul Briscoe was the new owner of Powers of Arkansas and hired Alan as the first employee of Powers of Arkansas in 1985. Alan Hope moved into sales and then the Vice President of the company. Powers of Arkansas was predominately a Building Automation and Controls Company.

In 1987, Powers of Arkansas opened a Northwest Arkansas Office in Springdale.

In November of 1997 Alan left Powers of Arkansas to become a partner in TME Corp, an MEP Consulting Engineering company in Little Rock as President of TME Energy Services Division. In 1997 Powers of Arkansas had begun to develop a Manufacturer's Rep business and continued to expand the mechanical and controls service.

In November of 1998 Powers of Arkansas moved to 6th and Ringo in Downtown Little Rock.

February of 2004, Rick Lewis, Alan Hope, and Ron Hope created Mechanical Service Company.

August 2005, Alan came back to Powers of Arkansas as the new owner. Mechanical Service Company began providing controls and mechanical service for Customers of both companies. Powers of Arkansas continued to expand the Controls Division and the Manufacturer Rep Division.

October 2008 Powers of Arkansas moved to new headquarters in North Little Rock.

Powers of Arkansas won Arkansas Business of the Year in 2010. Siemens Field Office of the Year in 2010 and 2011.

November 2013 Powers of Arkansas expanded the Manufacturers Rep business with a new Director of HVAC Equipment Sales Tracy Parker, Director of Air

Distribution Sales Scott Smith along with salesmen Christ Atwood and Courtney Michael.

In January 2014 Powers of Arkansas expanded again with HVAC estimator Greg Harris and a full NEBB certified team led by Curt England. Jeff Andrico joined us as a HVAC salesman.

In March 2014 Powers of Arkansas, Northwest Office expanded with an Account Manager focused on Controls and Consulting Engineers, Chase Ransom and Chad Fisher as HVAC Sales in Northwest Arkansas.

In 2015 Northeast Arkansas expansion of Powers with Roger Traynom as the Service Manager.

Powers leadership expands in 2016 with Steve Keen promoted to President, Ron McCarty named VP of Controls, Scott Smith named VP of Air Distribution, and Chase Ransom named VP of the Northwest Arkansas division. Alan Hope becomes CEO.

In 2017 Powers expands the headquarters in North Little Rock. Powers expands to Oklahoma with an office in Tulsa under the name of “The Building Automation Company” (TBAC) that promotes Talon by Siemens, backed by Powers for Controls Installation and Service. Powers promotes new leadership with David Squires as Northwest Arkansas Service Manager and Jeromy Sullivent as South Arkansas Service Manager.

Powers is awarded the **Siemens Field Office of the Year** in 2018. Scott Smith and Ron McCarty are promoted to Executive Vice Presidents. Ron also serves as chapter president for Arkansas ASHRAE in 2018. Powers office in Fordyce, the South Arkansas Office opens.

In 2019 Powers expands the North Little Rock headquarters again, adding 4,000 square feet of offices and 8,000 square feet of warehouse space. Chad Ketcher is promoted to General Manager for The Building Automation Company with expanded Controls staff. Powers grow to more than 180 Powers Team members.

This year Powers expands with Siemens by adding territory in seven (7) states: Arkansas, Oklahoma, Missouri, Texas, Louisiana, Mississippi, and Alabama

Throughout 2015 and into 2020, Powers of Arkansas has continued to expand and acquire high quality staff to expand our services and ability to meet our customer's needs.

We are building a team that is unmatched in Arkansas.

Creating Customers for Life!

Company Profile – Powers of Arkansas - Key Contacts

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



CENTRAL ARKANSAS OFFICE
5440 NORTHSORE DRIVE
NORTH LITTLE ROCK, AR 72118-5319

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

TEL 501.374.5420
TOLL FREE 877.274.7127

TEL 479.927.9999
FAX 479.927.9848

FAX 501.370.9298
SERVICE FAX 501.374.1792

COMPANY CONTACTS

BUILDING HVAC, CONTROLS, PARTS, & SERVICE

FOR SERVICE 24/7 STATEWIDE, CALL 501.374.5420

CENTRAL ARKANSAS

POWERS PARTS (OEM PARTS)

Robert Ross , Powers Parts Manager	501.580.0297	ross@powersar.com
Scott Flournoy , Warehouse/Purchasing Manager	501.350.2236	sflournoy@powersar.com
Josh Ward , Parts Sales	501.413.2215	jward@powersar.com

CONTROLS AND HVAC EQUIPMENT SALES

Jared Hendrickson , Team Leader, Controls and HVAC Sales	501.517.2066	jhendrickson@powersar.com
April Kesterson , Contractor Advocate	501.813.0902	akesterson@powersar.com
Josh Faulkner , Controls and HVAC Sales	501.349.8655	jfaulkner@powersar.com
Eric Blaylock , Controls and HVAC Sales	501.690.5510	eblaylock@powersar.com
Zach Oliver , Controls and HVAC Sales	501.944.1829	zoliver@powersar.com

AIR DISTRIBUTION SALES

Courtney Michael , Team Leader, Air Distribution Sales	501.690.8365	cmichael@powersar.com
Chris Atwood , Air Distribution Sales	501.786.3737	catwood@powersar.com
Tracy Emmerling , Air Distribution Sales	501.529.1689	temmerling@powersar.com

HYDRONICS, STEAM, AND BOILER SERVICES

Jon Williams , Boiler Service Manager	501.800.7579	jwilliams@powersar.com
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NEBB TEST, ADJUST, AND BALANCE (TAB)

Curt England , NEBB Certified Professional	501.912.5190	cengland@powersar.com
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BUILDING AUTOMATION AND CONTROLS

Thomas Luyet, P.E. , Director, Controls	501.951.1107	tluyet@powersar.com
Roy Jamison , Customer Service Manager	501.680.8152	rjamison@powersar.com
Dan James , Controls Engineering Manager	501.680.1037	djames@powersar.com
Matt Conrad , Controls Operations Manager	501.690.0281	mconrad@powersar.com
J. B. Crow , Controls Project Manager	501.350.0842	jcrow@powersar.com
Josh Jones , Controls Project Manager	501.517.2433	jjones@powersar.com
Nick Metzger , Controls Project Manager	501.831.5705	nmetzger@powersar.com
Randy Jacks , Customer Manager	501.517.0432	rjacks@powersar.com
David Walker , Customer Manager	501.680.5707	dwalker@powersar.com

MECHANICAL SERVICE

Mark Goodwin , Central Arkansas Service Manager	501.951.2192	mgoodwin@powersar.com
John Eichler , Customer Account Manager	501.850.5727	jeichler@powersar.com
Charlie Thomas , Customer Account Manager	501.517.8695	cthomas@powersar.com
Kenneth Ferrell , Customer Account Manager	501.730.3395	kferrell@powersar.com
David Buie , Customer Account Manager	501.690.1257	dbuie@powersar.com
Laura Mobbs , Service Coordinator (NLR)	501.551.7223	lmobbs@powersar.com

CONTROLS SERVICE

Mark Hays , Controls Service Manager	501.951.3782	mhays@powersar.com
Kirk Jervis , Intelligent Control Manager	501.831.0074	kjervis@powersar.com
Chad Wallgren , Customer Account Manager	501.463.8346	cwallgren@powersar.com



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COMPANY CONTACTS

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FOR SERVICE 24/7 STATEWIDE, CALL 501.374.5420

CENTRAL ARKANSAS (CONTINUED)

RETROFIT PROJECTS

Jeremy Stovall , Retrofit Projects Manager	501.517.4752	jstovall@powersar.com
Alan Holmes , Retrofit Projects Manager	501.514.3961	aholmes@powersar.com
Kenny Baskins , Retrofit Projects	870.834.2575	kbaskins@powersar.com
Joe Short , Retrofit Projects	501.517.0699	jshort@powersar.com

NORTHEAST ARKANSAS

Roger Traynom , Northeast Arkansas Service Manager	870.408.1860	rtraynom@powersar.com
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NORTHWEST ARKANSAS

Chase Ransom , P.E., Vice President, NWA	479.652.0461	cransom@powersar.com
Craig Hardy , Service Supervisor	479.957.7025	chardy@powersar.com
Kendall Smith , Mechanical Service Coordinator	479.927.9999	ksmith@powersar.com
Blake McCullough , Controls Service Manager	479.295.4195	bmccullough@powersar.com
Jon McCard , Controls Project Manager	479.295.8729	jmccard@powersar.com
Christopher Lomax , Engineer Account Manager	479.957.1277	clomax@powersar.com
Chad Fisher , HVAC Sales	479.256.0790	cfisher@powersar.com
Jason Lane , HVAC Estimator	479.305.0865	jlane@powersar.com
Greg Harris , Air Distribution Sales	501.951.3187	gharris@powersar.com
Brandt Grigg , Air Distribution Sales	479.879.5957	bgrigg@powersar.com
Nicole Ferguson , Air Distribution Coordinator	479.790.0063	nferguson@powersar.com

SOUTH ARKANSAS

Jeromy Sullivent , South Arkansas Service Manager	501.590.8127	jsullivent@powersar.com
Alan Matkin , South Arkansas Service Supervisor	501.516.6615	amatkin@powersar.com

OKLAHOMA

THE BUILDING AUTOMATION COMPANY (BACKED BY POWERS)

Chad Ketcher , Building Automation Specialist	918.264.0260	cketcher@powersar.com
Shannon Holland , Controls Project Manager	918.991.1677	sholland@powersar.com

LEADERSHIP TEAM

James Grotjohn , Contoller	501.374.5420	kgrotjohn@powersar.com
David Squires , Vice President	501.590.8178	dsquires@powersar.com
Ron McCarty, MBA , Executive Vice President	501.350.5728	rmccarty@powersar.com
Scott Smith , Executive Vice President	501.529.6389	ssmith@powersar.com
Steve Keen , President	501.680.0104	skeen@powersar.com
Alan Hope , CEM, LEED AP, CEO	501.680.5422	ahope@powersar.com

Additional Detailed Pricing information

As identified on the Pricing Spreadsheet (Download #3) the attached information provides the details discussed.

The Interlocal Purchasing System - TIPS
RCSP 2002001 -Trades, Labor and Materials- JOC - Pricing Martix

Vendor: Powers of Arkansas
 Date: 3/30/20

Current TIPS Vendor ID #: 4916

Building Automation Controls		TIPS Pricing
Siemens Building Automation Systems - Apogee™ and Desigo™		Cost plus Defined TIPS Mark-up Rate
Delta Controls		Cost plus Defined TIPS Mark-up Rate
TRIDIUM - Control system		Cost plus Defined TIPS Mark-up Rate
HVAC Equipment :		TIPS Pricing
SMARDT - Chillers - Oil Free Centrifugal Technology Compressors		Cost plus Defined TIPS Mark-up Rate
Chillit Chillers - High Effient Geothermal heat pumps and chiller		Cost plus Defined TIPS Mark-up Rate
DATA AIRE INC - Dedicated Area Environmental Controls Equipment		Cost plus Defined TIPS Mark-up Rate
Delta Tooling Towers, Inc. - Cooling Towers, Fluid Coolers, Packaged Cooling Systems		Cost plus Defined TIPS Mark-up Rate
AIREDALE - HVAC Solutions in Classroom Design		Cost plus Defined TIPS Mark-up Rate
NEPTRONIC HVAC controls, actuators, valves, humidifiers, and electric heaters		Cost plus Defined TIPS Mark-up Rate
Dectron Internationale - Dehumidification, Swimming Pool Applications		Cost plus Defined TIPS Mark-up Rate
YASKAWA - Variable Frequency Drives		Cost plus Defined TIPS Mark-up Rate
LJ WING - Integral Face and ByPass Coil		Cost plus Defined TIPS Mark-up Rate
LG - Variable Refrigerant Flow Technology Systems, Mini Split Systems		Cost plus Defined TIPS Mark-up Rate
LENNOX - Split systems and Roof Top Units		Cost plus Defined TIPS Mark-up Rate
SEASONS 4- Engineering and Manufacturing Specialty HVAC Equipment		Cost plus Defined TIPS Mark-up Rate
Ventus - modular Air Handling Equipment		Cost plus Defined TIPS Mark-up Rate
SkyBlade - High Volume Low Speed (HVLS) fans		Cost plus Defined TIPS Mark-up Rate
ENVIRO-TEC - Variable Air Volume Boxes, Fan Coil Units and Air Handling Units		Cost plus Defined TIPS Mark-up Rate
Motivair - Chillers/Data Center Cooling Units		Cost plus Defined TIPS Mark-up Rate
HERRMIDIFIER - Humidifier Systems		Cost plus Defined TIPS Mark-up Rate
DELL Corp. - Electric Heaters		Cost plus Defined TIPS Mark-up Rate
Florida Heat Pumps - Water Source Heat Pumps, Geothermal Systems		Cost plus Defined TIPS Mark-up Rate
USA Coil and Air - Replacement Coils, Air Handling Coils, Fluid Coolers and Fan Coil Units		Cost plus Defined TIPS Mark-up Rate
HASTINGS HVAC - Make up Air Units, Air Turnover Units		Cost plus Defined TIPS Mark-up Rate
Cook - HVAC Fans		Cost plus Defined TIPS Mark-up Rate
Air Monitor Corporation - HVAC Air Flow Meters and Control systems		Cost plus Defined TIPS Mark-up Rate
Powered Aire Inc. - Aire Curtains and Aire Doors		Cost plus Defined TIPS Mark-up Rate
Raywall - Mechancial Distribution Products		Cost plus Defined TIPS Mark-up Rate
Toxalert International, Inc. - Hazardous Gas Detection Solutions		Cost plus Defined TIPS Mark-up Rate
Air Distribution		TIPS Pricing
KRUEGER - Grilles and Registers, VAV Terminals		Cost plus Defined TIPS Mark-up Rate
heatfab - High performance Chimneys and Vents		Cost plus Defined TIPS Mark-up Rate
FabricAir - Air Ducts and Dispersion Products		Cost plus Defined TIPS Mark-up Rate
Acutherm - Therma-fuser Systems		Cost plus Defined TIPS Mark-up Rate
Pottorff - Louvers and Dampers		Cost plus Defined TIPS Mark-up Rate
Lindab - Ventilation and Safe Duct Systems		Cost plus Defined TIPS Mark-up Rate
Light Control		TIPS Pricing
BlueRidge Technologies - Lighting Control Systems		Cost plus Defined TIPS Mark-up Rate
Mechanical Labor Rates		TIPS Pricing
Mechanical Service (Skilled)	\$	102.00
Overtime, Weekend, and Evening Rates	\$	153.00
Holiday Rates	\$	153.00
Other Specialized Mechanical Labor Rates		
HVAC Start-up Service	\$	110.00
Controls Technician	\$	89.00
Controls System Specialists	\$	115.00
Controls Service	\$	110.00
NEBB Certified Technician	\$	96.00
NEBB Certified Professional	\$	119.00
Overtime, Weekend, and Evening Rates (1.5 Multiplier)		Applied to each of the utilized labor type
Holiday Rates (2.0 Multiplier)		Applied to each of the utilized labor type
Other Charges not include above - (Repair Supplies & Materials)		Cost plus Defined TIPS Mark-up Rate

**The Interlocal Purchasing System - TIPS
 RCSP 2002001 -Trades, Labor and Materials- JOC - Pricing Martix**

Vendor: Powers of Arkansas
 Date: 3/30/20

Current TIPS Vendor ID #: 4916

Geographical Areas Served:		State of Arkansas for Equipment Sales. For Service, Professional Consulting/Support Services we can support activites in Arkansas and the surrounding States
Markup Rates to TIPS Members:		
HVAC PRODUCTS AND SERVICES (All)		
Project Value		Markup to TIPS Member
< \$250,000		25%
\$250,000 - \$999,999		23%
\$1,000,000 - \$5,000,000		20%
> \$5,000,000		18%
Delivery Timelines		
Most vendor supplied items are available within 1-2 weeks if in stock. Services can be provided in a timeline based on customer needs. Timelines will be identified as required for each proposal or situation.		
Turnkey Optimization Programs		
Powers of Arkansas has to and have performed a number of projects utilizing performance contract groups, (example: Siemens) to provide funding options. In addition, we have assisted a number of our Customers in the participation of rebate programs (see Case Study information) to assist in funding various projects.		
Charges Not Included in Pricing Schedule:		
Bonding:	Bonding is billed at 3% when required. (Per Job)	
Travel:	Travel reimbursement (mileage) billed at .50 cents per mile.	
Per-Diem:	Per-Diem is billed at \$100.00 per day per employee.	
Equipment Rental:	Cost of rental equipment is passed on to owner (no mark-up)	
Miscellaneous supplies and materials (wire, conduit, freon, ...):	Billed at costs plus defined TIPS customer Mark-up Rate	

CONFIDENTIALITY NOTICE

This pricing sheet contains confidential information that is intended solely for the uses to review and verify pricing associated with Tips/Taps agreement. Please note that any dissemination or copying of this communication is strictly prohibited.

Powers of Arkansas TIPS - JOC Project Form

J.O.C. Job Order Summary

Project Name: _____ **Project Number:** _____

Date: 05/03/17 **Estimator:** _____

Construction Cost Input (Totals From next page)		Costs			Total Incl.O&P	Row I.D.
Material	Labor	Equipment	Bare Total			
\$ -	\$ -	\$ -	\$ -	\$ -	-	A
Pine Bluff "Total Weighted Average" Factor from Arkansas: 1.082						
Subtotal Adjusted to Pine Bluff (Row A x Row B): \$ -						
Other Cost Input With Contractor's Mark-up (Show supporting data on attached sheet) \$ -						
Subtotal for Construction Work (Row C +RowD): \$ -						
Contractor's Coefficient: 0.9300						
Adjusted Price Estimate (Row E x Row F): \$ -						
Bond Cost (Row G /1000@\$14.4): \$ -						
Identified Reimbursable Cost Input Without Mark-up (Show supporting data on attached sheet): \$ -						
Other Cost Input Without Contractor's Mark-Up (Show supporting data on attached sheet): \$ -						
TOTAL FIXED PRICE PROPOSAL (Rows G+H+J+K): \$ -						

Job Order Approval

Contractor Signature: _____ Date: _____

Facilities Management Signature: _____ Date: _____

Project duration: _____ Completion Date: _____

Liquidated damages of \$ _____ per calendar day. (if applicable)

THIS IS NOT A NOTICE TO PROCEED. A PURCHASE ORDER MUST BE GENERATED PRIOR TO PROJECT START.