

TIPS VENDOR AGREEMENT

Between Waste Management of Texas, Inc and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFP 200305 Waste Management, Recycling, and Sustainability**

General Information

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

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery 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 all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

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

Agreements

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

Tax exempt status

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

Assignments of Agreements

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

Disclosures

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

Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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

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

renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

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

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees 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 performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, 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 between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member

customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- 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.

Licenses

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

Novation

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

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

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

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect

and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

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

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

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

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may

file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

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

Status of TIPS Members as Related to This Agreement

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

Vendor’s Resellers as Related to This Agreement

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

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that

your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

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

Insurance Requirements

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

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

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

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tips@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.

- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200305 Waste Management, Recycling, and Sustainability

Company Name Waste Management of Texas, Inc

Address 520 E Corporate Drive, Suite 100

City Lewisville State TX Zip 75057

Phone (972) 623 - 7277 Fax (866) 281 - 7431

Email of Authorized Representative msanders@wm.com

Name of Authorized Representative Melanie Sanders

Title Education Solutions Representative

Signature of Authorized Representative 

Date 4/13/20

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/21/2020

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.



200305

**Waste Management of Texas Inc
Supplier Response**

Event Information

Number 200305
Title Waste Management, Recycling, and Sustainability
Type Request for Proposal
Issue Date 3/5/2020
Deadline 4/24/2020 03:00 PM (CT)

Contact Information

Address Region 8 Education Service Center
4845 Springwall Court
Fittsburg, TX 75686
Phone 1 (866) 839-8477
Email ids@tips-usa.com

Waste Management of Texas Inc Information

Contact Melanie Sanders
Address 520 E Corporate Drive
Suite 100
Lewisville, TX 75057
Phone (972) 623-7277
Toll free (800) 772-8653
Email msanders@wm.com

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

Melanie Sanders

Signature

Submitted at 4/14/2020 12:17:11 PM

msanders@wm.com

Email

Requested Attachments

Vendor Agreement

200305 Vendor Agreement.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

200305 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 #1

200305_Pricing_form_1.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.

Pricing Spreadsheet #2

200305_Pricing_form_2.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.

References

Reference Form.xls

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

TIPS Response 2020 .pdf

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

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

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

DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL

No response

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.

Warranty

No response

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

DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

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

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

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

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

M Logo 3pg

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

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

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.pdf

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

Disclosure of Lobbying Activities Standard Form LLL

No response

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

Confidentiality Form

CONFIDENTIALITY CLAIM FORM rev1111RP.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 TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bid Attributes

| | |
|----------|--|
| 1 | Yes - No Disadvantaged Minority Women Business Enterprise (D/M/WBE) (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="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 HUB zone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/hp 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, O, T) <input type="text" value="This response applies to Texas only"/> |
| 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 500 characters.) <input type="text" value="Waste Management, Recycling and Sustainability Services Waste Management, Inc is North America's leading provider of integrated environmental solutions. Waste Management is the largest environmental solutions provider in North America, serving more than 20 million customers in the US and Canada. As part of our strategy, we are committed to developing new waste solutions that can help communities and organizations achieve their green goals, including zero waste. With the largest network of recycling facilities, transfer stations and landfills in the industry, our entire business can adapt to meet the needs of every distinct customer group. In 2012, we worked with over 100 Fortune 500 companies and helped over 150 different communities become greener. Waste Management is also a renewable energy provider, producing more than twice the amount of renewable electricity than the entire US solar industry. One of the ways we do this is by recovering the naturally occurring gas inside landfills to generate electricity, called landfill gas energy. By the end of 2012, we operated over 13 beneficial use landfill gas projects, producing enough energy to power nearly 500,000 homes. As North America's largest residential recycler, we expect to manage more than 20 million tons every year by 2020, up from the more than 12 million tons we handled in 2012. Part of that will come from expanding on proven technology to make recycling easier for consumers."/> |
| 6 | Primary Contact Name Primary Contact Name <input type="text" value="Melanie Sanders"/> |
| 7 | Primary Contact Title Primary Contact Title <input type="text" value="Public Sector Solutions Manager"/> |

| | |
|----|--|
| 8 | Primary Contact Email Primary Contact Email <input type="text" value="msanders@wm.com"/> |
| 9 | Primary Contact Phone Enter 10 digit phone number. <input type="checkbox"/> No dashes or extensions Example <input type="text" value="00000300000"/> <input type="text" value="0020230200"/> |
| 10 | Primary Contact Fax Enter 10 digit phone number. <input type="checkbox"/> No dashes or extensions Example <input type="text" value="00000300000"/> <input type="text" value="0002010031"/> |
| 11 | Primary Contact Mobile Enter 10 digit phone number. <input type="checkbox"/> No dashes or extensions Example <input type="text" value="00000300000"/> <input type="text" value="0020230200"/> |
| 12 | Secondary Contact Name Secondary Contact Name <input type="text" value="Blair Wheeler"/> |
| 13 | Secondary Contact Title Secondary Contact Title <input type="text" value="Account Manager"/> |
| 14 | Secondary Contact Email Secondary Contact Email <input type="text" value="bwheeler@wm.com"/> |
| 15 | Secondary Contact Phone Enter 10 digit phone number. <input type="checkbox"/> No dashes or extensions Example <input type="text" value="00000300000"/> <input type="text" value="2102200000"/> |
| 16 | Secondary Contact Fax Enter 10 digit phone number. <input type="checkbox"/> No dashes or extensions Example <input type="text" value="00000300000"/> <input type="text" value="No response"/> |
| 17 | Secondary Contact Mobile Enter 10 digit phone number. <input type="checkbox"/> No dashes or extensions Example <input type="text" value="00000300000"/> <input type="text" value="No response"/> |

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| 18 | Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Melanie Sanders"/> |
| 19 | Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="msanders@wm.com"/> |
| 20 | Admin Fee Contact Phone Enter 10 digit phone number. <input type="checkbox"/> No dashes or extensions <input type="checkbox"/> Example <input type="text" value="00000300000"/> <input type="text" value="0020230200"/> |
| 21 | Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Melanie Sanders"/> |
| 22 | Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="msanders@wm.com"/> |
| 23 | Purchase Order Contact Phone Enter 10 digit phone number. <input type="checkbox"/> No dashes or extensions <input type="checkbox"/> Example <input type="text" value="00000300000"/> <input type="text" value="0020230200"/> |
| 24 | Company Website Company <input type="checkbox"/> ebsite <input type="checkbox"/> Format <input type="checkbox"/> www.company.com <input type="checkbox"/> <input type="text" value="www.wm.com"/> |
| 25 | Federal ID Number: Federal ID Number also known as the Employer Identification Number. <input type="checkbox"/> Format <input type="checkbox"/> 1230500000 <input type="checkbox"/> <input type="text" value="050223520"/> |
| 26 | Primary Address Primary Address <input type="text" value="520 E Corporate Dr, Ste 100"/> |
| 27 | Primary Address City Primary Address City <input type="text" value="Lewisville"/> |
| 28 | Primary Address State Primary Address State <input type="checkbox"/> 2 Digit Abbreviation <input type="checkbox"/> <input type="text" value="TX"/> |

| | |
|----|--|
| 29 | Primary Address Zip |
| | Primary Address <input type="checkbox"/> <input type="text" value="505"/> |

| | |
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| 30 | Search Words: |
| | Please list search words to be posted in the TIPS database about your company that TIPS website users might search. <input type="checkbox"/> words may be product names, manufacturers, or other words associated with the category of award. <input type="checkbox"/> OUMAs <input type="checkbox"/> NOT LIST NON-CATEGORICAL ITEMS. <input type="checkbox"/> Limit 500 words <input type="checkbox"/> Format <input type="checkbox"/> product, paper, construction, manufacturer name, etc. <input type="checkbox"/> <input type="text" value="waste, recycling, sustainability"/> |

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| 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 include provisions from the federal regulations in 2 CFR part 200. <input type="checkbox"/> our answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations <input type="checkbox"/> EDGAR <input type="checkbox"/> 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 TIPS Members regardless of the fund source, whether it be local, state or federal <input type="checkbox"/> <input type="text" value="es"/> |

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| 32 | Yes - No |
| | Certification of Residency <input type="checkbox"/> Required by the State of Texas <input type="checkbox"/> The vendor's ultimate parent company or majority owner <input type="checkbox"/> <input type="checkbox"/> A <input type="checkbox"/> has its principal place of business in Texas <input type="checkbox"/> OR <input type="checkbox"/> B <input type="checkbox"/> employs at least 500 persons in Texas <input type="checkbox"/> This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS. <input type="text" value="es"/> |

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

| | |
|----|--|
| 34 | Company Residence (State) |
| | Vendor's principal place of business is in the state of <input type="text" value="Texas"/> |

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to AN OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON AN OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

That is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog as defined in the solicitation specifications document, website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract. The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0 and 100.

36 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to 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.

37 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor.

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.

38 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

39 Years experience in category of goods or services

Company years experience in this category of goods or services. This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

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Resellers:

Does the vendor have resellers that it will name under this contract Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

AMPLE BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

If applicable, vendor should download the Reseller Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

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Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog as defined in the RFP document website, store or shelf pricing for the term of the award

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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

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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

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.

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 100, 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-texas.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.

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

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.

4 7 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

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

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

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

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

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 125~~00~~. ou 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.
 - 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.
 - 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.
 - 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.
 - 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.

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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 governmentwide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 100 that implement Executive Orders 12500 (3 CFR part 1000 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 12500.

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.

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Non-Discrimination Statement and Certification

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at 202-202-0000 (voice and TTY) or contact USDA through the Federal Relay Service at 800-877-8333. 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-302, 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 866-632-6892. Submit your completed form or letter to USDA by mail U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 100 Independence Avenue, SW, Washington, D.C. 20250-1002 fax 202-000-0002 or 301-703-7232 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 1967; Title 29 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

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

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

es

5 2 2 CFR PART 200 Contract Provisions Explanation

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

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

5 3 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at []150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council []Councils []as authorized by []1 U.S.C. 1 []0 [], 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 [] and TIPS Members, ESC Region [] and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree []

5 4 2 CFR PART 200 Termination

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

Pursuant to the above, when federal funds are expended by ESC Region [] and TIPS Members, ESC Region [] 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 [] 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 [] and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region [] and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region [] and TIPS.

Does vendor agree []

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2 CFR PART 200 Clean Air Act

Clean Air Act 42 U.S.C. 1101 and the Federal Water Pollution Control Act 33 U.S.C. 1251 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. 1101 and the Federal Water Pollution Control Act as amended 33 U.S.C. 1251. 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 and TIPS Members, ESC Region and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 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

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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 and TIPS Members, ESC Region and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree

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2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 30 of the Clean Air Act 42 U.S.C. 115, section 50 of the Clean Water Act 33 U.S.C. 1304, Executive Order 11734, 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 and TIPS Members, ESC Region 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 30 of the Clean Air Act 42 U.S.C. 115, section 50 of the Clean Water Act 33 U.S.C. 1304, Executive Order 11734, and Environmental Protection Agency regulations 40 CFR part 15.

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

es

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 2002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 2002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 200 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?

es

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

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.

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.

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.

I HAVE NOT Lobbied per above

60 If you answered "I HAVE lobbied" to the above Attribute Question

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

**6
1 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

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

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

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

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

do you agree to comply with the following federal requirements

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

6 **Indemnification**

3

The ESC Region 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 11 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. M-1005 1002 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

es

6 **Remedies**

4

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

es, I Agree

6 **Remedies Explanation of No Answer**

5

No response

66 Choice of Law

The agreement between the Vendor and TIPS ESC Region 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.

Do you agree to these terms

Agreed

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

Do you agree to these terms

Agreed

68 Infringement(s)

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

Do you agree to these terms

Yes, I Agree

69 Infringement(s) Explanation of No Answer

No response

70 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 201.151 et seq, Tex Loc Gov 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
1

Payment Terms and Funding Out Clause

Payment Terms

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

Funding Out Clause

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute 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

es

7
2

Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.03. Statutory language may be found at <http://www.statutes.legis.state.tx.us>

If the vendor has staff that meet both of these criterion

will have continuing duties related to the contracted services and

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, FASTFACT at NCU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region and TIPS. Texas DPS phone number is 512-222-2222.

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 1 or enrolled in a public school

a felony offense under Title 5, Texas Penal Code an offense for which a defendant is required to register as a sex offender under Chapter 2, 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

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

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.

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.

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.

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

4 SB 00 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with [among others] architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. **BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.**

7 **Texas Government Code 2270 Verification Form**

5 Texas Government Code 2200 Verification Form

Texas 2010 House Bill 00 has been signed into law by the governor and as of September 1, 2010 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. 2200.002. 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 [The Interlocal Purchasing System] TIPS
[5] Highway 201 North
Pittsburg, TX, [5]

I 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 Code 2200.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign_terrorist.pdf

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

[Signature]

**7
6** Logos and other company marks

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

Potential uses of company logo

our 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

**7
7** Solicitation Deviation/Compliance

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

**7
8** 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

**7
9** Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement

**8
0** 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

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

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

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

A. Firm is a publicly held corporation.

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

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

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

No response

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

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

increases will be 5% or less annually per question

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

Required Confidentiality Claim Form

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

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

85 Choice of Law clauses with TIPS Members

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

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

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

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

90 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@tipsusa.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.

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 | VALID EMAIL IS REQUIRED | Phone |
|-----------------|------------------|--|--------------|
| Dallas ISD | Bryant Shaw | bshaw1@dallasisd.org | 214-505-1607 |
| Fort Worth ISD | Courtney Carroll | courtney.carroll@fwisd.org | 817-871-3073 |
| Lake Worth ISD | Andrew Carter | acarter@lwisd.org | 817-306-4290 |
| San Antonio ISD | Ahmad Shareef | ashareef1@saisd.net | 210-354-9307 |
| Northeast ISD | Paul Raabe | praabe@neisd.net | 210-356-9339 |
| | | | |
| | | | |
| | | | |
| | | | |

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: Waste Management of Texas, Inc
(Name of Corporation)

Melanie Sanders certify that I am the Secretary of the Corporation
I, **(Name of Corporate Secretary)**

named as OFFERER herein above; that

Melanie Sanders
(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

Public Sector Solutions Manager

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

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

CORPORATE SEAL if available



SIGNATURE

4/13/20
DATE

TIPS RFP # 200305

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.

Waste Management of Texas, Inc

Name of company

Melanie Sanders, Public Sector Solutions Manager

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

520 E Corporate Dr, Suite 100 Lewisville TX 75057 972-623-7277

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 ^{PRICING Form 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 INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature  Date 4/13/20

TIPS COOPERATIVE TEXAS

Waste Management, Recycling and Sustainability

RFP 200305

April 17, 2020 3PM

SUBMITTED B□

Waste Management of Texas, Inc.

We're Your Partner, Not Just a Provider

CONTACT

Melanie Sanders

Education Solutions Representative

□□□2□□23□□2□□

MSanders@wm.com





Waste Management of Texas, Inc.
1251 N Central Street
Ferris, TX 75001

April 1, 2020

TIPS Cooperative
Region 1 Education Service Center
1005 US Highway 201 North
Pittsburg, Texas 75671

Dear TIPS Cooperative,

Waste Management of Texas, Inc. Waste Management appreciates this opportunity to provide our proposal to TIPS for Waste Management, Recycling & Sustainability Services. We are currently the recommended vendor and wish to state that we look forward to continuing our partnership with TIPS. We are eager to work with your members to help them increase the efficiency and diversion potential of their waste management programs.

In addition to our relationship with TIPS, we also have extensive experience working with area schools to implement waste and recycling programs, which have contributed to substantial cost savings, resource conservation, and the education of our future leaders about the importance of recycling and environmental issues. We have assisted in preparing lesson plans and helped promote recycling for educational facilities. We have also worked with schools on other sustainability projects and programs.

Throughout this proposal, we have highlighted innovative programs we believe will further help the TIPS members save money and increase the reputation of their schools as outstanding environmental stewards. Here are some of the solutions Waste Management can offer your schools:

- *Sustainability Audits and Solutions.* We can work with staff to identify key areas for waste, energy, and water conservation, as well as green procurement policies.
- *Diversion.* We can identify any potential diversion opportunities or risks due to contamination. This can help TIPS members reach performance targets and measure your progress, which ultimately can result in an increase in cost savings.
- *Exceptional Recycling Education* Our recycling education programs are like none other in the industry. As the leader in recycling, we have developed many of the recycling programs that have become the standard for programs across the country. TIPS members will have access to our vast recycling education materials.

If you have any questions, please do not hesitate to contact me at 937.232.2222 or via email at Msanders@wm.com.

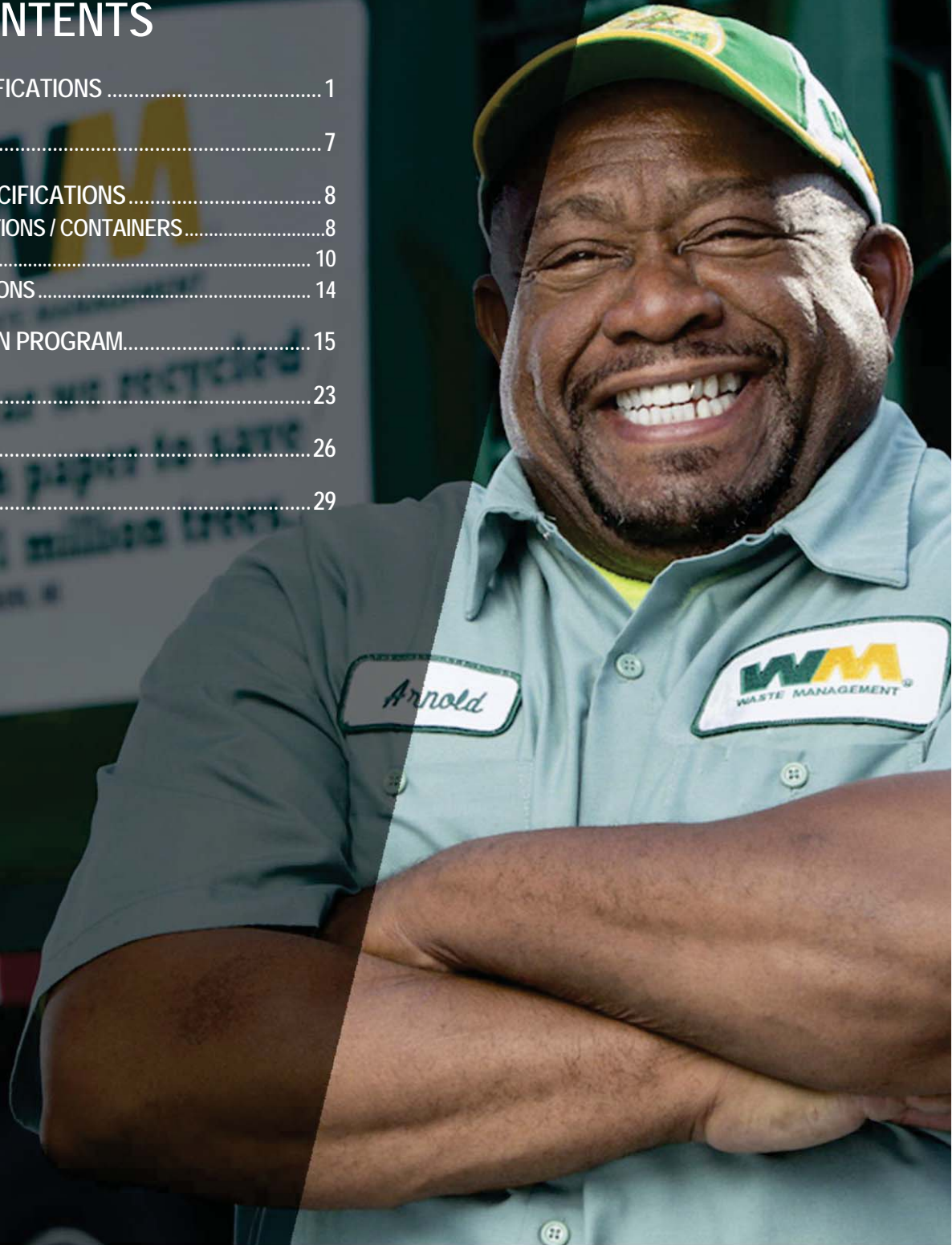
Sincerely,

Melanie Sanders, Education Solutions Representative
937.232.2222, MSanders@wm.com



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Waste Management is your partner for environmental service and solutions whose people **go above and beyond to serve and solve** every challenge **the right way.**



1 | SUMMATION OF QUALIFICATIONS

Waste Management – Who We Are and What We Do

At Waste Management, we place our customers at the center of what we do every day. We are a team of 3,000 employees motivated by a desire to go above and beyond for our nearly 20 million educational, municipal, commercial, industrial, and residential customers throughout North America for whom we provide a range of environmental solutions, including collection, recycling, disposal, and renewable energy production.

Waste Management will redefine what you expect from an environmental services provider.

We lead by doing things the right way, every day.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities. Unmatched in geographical reach and ability, our network enables us to manage every aspect of our customers' waste streams.

But, our broad geographical coverage and depth of experience allow us to do so much more. With our team of in-house environmental experts, we assist customers with customized sustainability plans. In response to natural disasters or unforeseen needs, we provide almost immediate support to customers by quickly assembling emergency collection services. As North America's leading post-consumer recycler, we navigate a complex international commodity market to safeguard the long-term viability of our customers' recycling programs.

For many customers, the authenticity of who we are and the depth of what we do make us more than just a service provider. We strive to be a long-term partner that our customers can trust by doing things the right way, every day.

Waste Management At-a-Glance (data represents Waste Management’s most recently published information)

In total, our facilities include □

| | | |
|---|---|---|
| 390 collection operations that serve as local home □ bases for our collection drivers and vehicles | 252 active solid waste landfills for the proper disposal of residential, commercial, and industrial waste | 314 transfer stations that allow us to efficiently consolidate and transport the material we collect |
| 104 recycling processing centers, including □ 3 single stream recycling facilities that sort and prepare recyclables for end markets | 130 landfill gas □ to □ energy □ LFGTE □ projects that capture methane and convert it to green energy that powers local grids | 4 landfill gas □ to □ fuel facilities that convert landfill gas to Renewable Natural Gas □ RNG □ used to fuel our collection fleet |
| 44 organics processing facilities that transform food scraps and yard debris into nutrient □ rich compost, fuel, and green electricity | 4 CORE □ processing facilities that process source separated organics into a slurry that is delivered to wastewater treatment facilities to increase energy production | 5 hazardous waste sites that allow for the safe disposal of materials such as paint, fluorescent bulbs, and used automotive fluids |

□ aste Management has provided superior waste and recycling services to TIPS members and in their surrounding areas for □ 0 □ years. □ e are well □ positioned to continue to provide the required services on an uninterrupted basis. Our local offices, located throughout Texas, offers operational, management, financial, and reserve resources, as well as outstanding past performance, regulatory compliance history, safety records, and other applicable qualifications specific to the requirements of this solicitation.

□ aste Management will provide TIPS members with local resources—a fleet of trucks, equipment, and reserve labor force—should they ever be needed. This means that we can respond to your needs due to unforeseen circumstances or if large □ scale special needs are ever required.

Environmental Solutions Designed Specifically for □ □ 12

As North America’s leading provider of comprehensive waste management services, we partner with schools to minimize waste and lower costs while creating environments that foster sustainability and safeguard the health and safety of our children. □ aste Management can customize collection programs for your school with a range of container types and sizes. And, you can count on our well □ trained drivers for reliable, on □ time collections.

Our team of environmental professionals has created solutions and programs specifically for the education environment. Here are some of the solutions □ aste Management can offer and □ or discuss with the TIPS members □

- **Sustainability Audits and Solutions** – Conservation solutions for waste, energy, water, carbon, as well as green building □ LEED □ programs.



- **Comprehensive Waste Programs** – Waste stream management, on site reuse, recycling, handling, zero waste and waste minimization, solar powered compactors to decrease collection costs and associated resources, bulk waste service, sharps and medical waste service.
- **Green Procurement Policies/Guidelines** – We can help your institution close the loop with resource maximization.
- **Recycling Programs** – Recycling kiosks that help people earn points for each item they recycle, single and/or dual stream recycling programs, organics and composting, specialty recycling for electronics, CFL lamps, universal waste, and return by mail recycling kits.

We have successfully partnered with a number of school districts, providing cutting edge technologies that have helped to make them greener and look forward to discussing these options with you.

Right-Sizing Service

“Right-sizing” means understanding the needs of each school and selecting the correct container size and frequency of service. The process also includes evaluating seasonal and cyclical factors that may affect waste volumes. Many customers learn through the right-sizing process that their previous waste service provider was either over- or under-servicing many of their locations. Over-servicing results in unnecessary expenses, while under-servicing results in costly extra pickup charges or overfilled and unsightly containers. Waste Management’s right-sizing efforts are designed to provide schools with the precise level of service they need at any particular time.

Pro-Active Seasonal Adjustments

With our experience in working with various educational organizations, we have identified that one way to help our customers reduce costs is to reduce trash and recycling collection during off-peak operational periods. This includes summer, but also spring and holiday breaks.

We will work with you to identify off-peak operational periods and, as those dates approach, we will communicate with you to discuss what sites need to be reduced or halted completely for a period of time. During this seasonal decrease in service, you are not charged for collection.

Services That Go Far Beyond the Dumpster

At Waste Management, we go beyond the basics of waste collection and disposal to help provide a broad range of environmental solutions. We can help you better manage your waste streams, improve safety, cut costs, ensure regulatory compliance and above all, promote end-to-end environmental stewardship.

Compressed Natural Gas (CNG) Trucks Cleaner, Quieter, and Cost Effective

Waste Management is proud to service TIPS members with a fleet that runs on compressed natural gas (CNG). CNG is a fuel used in place of gasoline or diesel that when combusted produces fewer undesirable gases than gasoline or diesel, resulting in improved air quality emissions.

In fact, CNG trucks emit nearly zero particulate emissions, reduce greenhouse gas (GHG) emissions by 15 percent, and cut smog-producing NOx emissions by 50 percent compared to the cleanest diesel trucks. In another effort to improve air quality, the engines automatically turn off after five minutes of idling to further reduce emissions and conserve fuel. CNG engines run much quieter than diesel trucks – many customers have commented that they cannot even hear our quieter CNG trucks coming down the street.

For every diesel truck we replace with natural gas we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of greenhouse gas (GHG) emissions per year - the equivalent of a 15 percent emissions reduction per truck.

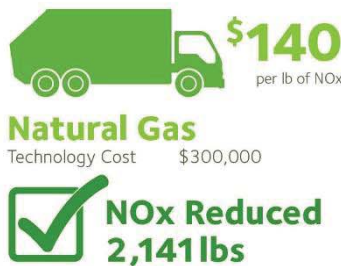
While our “last generation” natural gas engine cuts smog-producing nitrogen oxide (NOx) emissions by up to 50 percent compared to the cleanest diesels, our 201□ near-zero-emission natural gas engine (ISL□ “NZ”) is the cleanest heavy-duty machine ever certified by the California Air Resources Board (CARB) □ Waste Management helped pioneer this engine with Cummins, and it now provides a □5 percent reduction in NOx emissions compared to the current NOx standard and a □3 percent reduction in NOx compared to the latest diesel engine technology. Additionally, the new engine is already certified at 1□ percent below the current GHG emission standard and is 12 percent below the 202□ standard.



Most Cost Effective NOx Emissions Reductions

When comparing the cost per ton of NOx reduction, natural gas refuse trucks are:

26% more cost effective than diesel



In 2015, a revolutionary natural gas engine was certified by the U.S. EPA and CARB to a level 90% below the EPA's current exhaust standard. These calculations assume the full cost to deploy the cleanest commercially available trucks for each fuel type.

Driving Fewer Miles

Efficient logistics are an effective way to reduce fleet emissions. The logic is simple □ a more efficient route means fewer miles traveled, and that translates into reduced fuel consumption and associated emissions.

Since 2014, Waste Management's fleet has reduced miles driven by two percent, which equates to an approximate 10 million fewer miles a year. Optimizing routes not only reduces our environmental impact, but also increases the quality of service. As we have driven fewer miles, we have improved the number of stops missed for both commercial and residential customers.

Using Technology to Advance TIPS Members' Goals

You do not have to look hard to find innovation in the automobile industry. Auto advancements in the past 30 years are countless – antilock brakes, airbags, back up cameras, blind spot detection, GPS navigation, just to name a few. Although the appearance of your car may change based on current trends, each technology innovation has a clear purpose and function.

Just as your personal vehicle has progressed, so have Waste Management vehicles. Our fleet's technology needs are specific to the services we perform, requiring us to custom develop and implement advancements based on what matters most to Waste Management – our partners and customers and our ability to deliver safe and efficient collection services with outstanding customer service.



The Power of Our People and Technology

State-of-the-art trucks alone are not enough to meet expectations. Through our comprehensive operations framework, Service Delivery Optimization (SDO) we harmonize the technology used onboard our trucks with our logistics management processes, and the skills of our drivers. With technology, processes and people working in sync, we are able to maximize safety, customer service, and efficiency while collecting TIPS members routes.



Our routing team uses a sophisticated software, eRouteLogistics, to map routes that are efficient and reduce vehicle miles, emissions, and wear and tear on roads near your schools. Routes are planned to avoid main roads during high-traffic periods, such as morning or evening commutes and school drop offs.

Our collection vehicles are equipped with onboard tablets featuring GPS technology and provide us with real-time data related to truck locations, customer service status, and truck capacity. This data combined with our in-office dispatch software allows us to make route modifications in real time, maximize collection efficiencies, reduce our total time on your campus, and minimize the potential for missed collections.

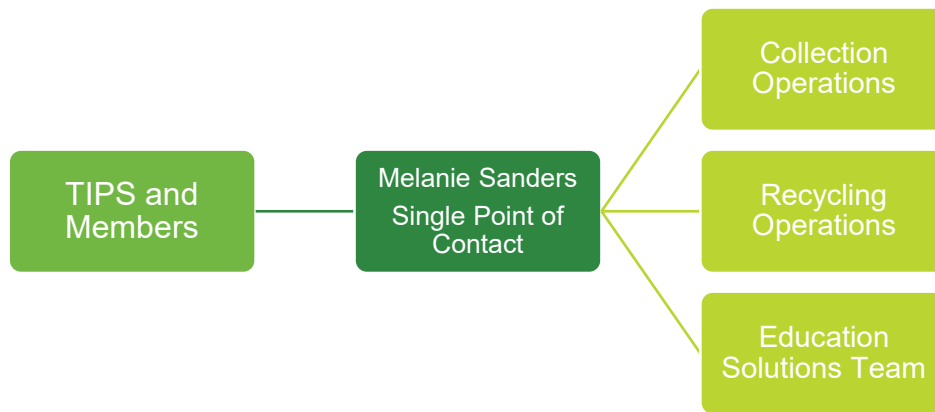
DriveCam is a palm-sized digital video event recorder mounted on the windshield of Waste Management collection vehicles that service TIPS members. It captures video and audio inside and outside the truck when triggered by abrupt actions such as hard braking, sudden acceleration, swerving, speeding, or

collisions. This data helps provide individualized driver feedback and safety coaching, identifies risky behavior, and helps reduce and prevent collisions, claims, and fuel consumption – all allowing us to provide TIPS members with safe and cost-efficient collection services.

All TIPS members' vehicles include back up cameras that provide a view of the area behind the truck whenever the truck is in reverse. This reduces the potential for backing accidents and enhances pedestrian safety.

Key Personnel

For this contract, you will benefit from a single point of contact, Melanie Sanders, who will work directly with you to make sure that you are receiving the correct suite of environmental services. Melanie is supported by the various divisions of the company that will provide services for the district.



Melanie Sanders, Public Sector Sales Representative

Melanie has been with Waste Management for 15 years. She is the Education Solutions Representative for Waste Management's K-12 and college accounts within Texas. She has managed the TIPS account for the last 5 years. She understands that schools and universities are different from commercial and industrial accounts and is focused on working closely with them to bring new ideas in waste removal and recycling. She understands that schools and universities need their waste removed in a timely fashion and that they have tight budgets. She will serve as TIPS day-to-day single point of contact for the account and for its members.



2 | REFERENCES

Proven Solutions that will Produce Real Results for the TIPS Cooperative

As a trusted environmental solutions partner for school districts throughout the state, we know Texas customers, their needs, and their requirements better than any other company. We provide service for many of TIPS members' neighboring school districts. We have included these customers in the following list of references. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers.

| 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 | VALID EMAIL IS REQUIRED | Phone |
| Dallas ISD | Bryant Shaw | bshaw1@dallasisd.org | 214-505-1607 |
| Fort Worth ISD | Courtney Carroll | courtney.carroll@fwisd.org | 817-871-3073 |
| Lake Worth ISD | Andrew Carter | acarter@lwsid.org | 817-306-4290 |
| San Antonio ISD | Ahmad Shareef | ashareef1@saisd.net | 210-354-9307 |
| Northeast ISD | Paul Raabe | praabe@neisd.net | 210-356-9339 |



3 | SCOPE OF WORK / SPECIFICATIONS

A Full-Service Environmental Solutions Provider

Right Sizing and Optimization

Waste handling equipment plays an essential role in efficient waste management. We will work with TIPS members to identify waste handling equipment that is appropriate for the task and performing at optimal levels. We have created industry leading analytics to advise your team where inefficiencies exist.

Optimization is accomplished through right sizing the container size and frequency of service, and by maximizing recycling. In some cases, there may also be opportunities to reduce disposal volumes or reuse materials that would otherwise be disposed.

The right service at the right time coupled with a thorough examination of each location's unique requirements, including seasonal variations, e.g., holidays, is imperative in identifying operational improvements.

Waste Management can conduct a right sizing analysis of your locations to discover opportunities to optimize your equipment, which may result in cost savings for TIPS members.

Following is a sample of a right sizing analysis conducted on a similar customer.

Service Optimization

- Savings identified in optimization programs are passed on to TIPS members
- Annual reviews facilitate ongoing cost improvement
- Reduces costs and maintains optimal service levels

Your Right Size Proposal

Right sizing can save you an estimated \$90,340 annually

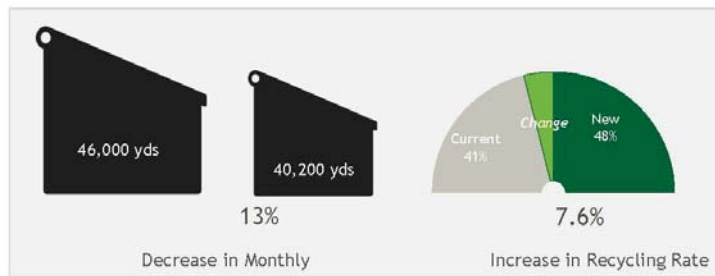
EXAMPLE

Savings Summary



Change Details

| | |
|--------------------------------|-----|
| Locations Analyzed | 338 |
| Locations with Service Changes | 86 |
| Service Change Types | |
| Service Adds | 0 |
| Frequency Changes | 74 |
| Container Swap Outs | 9 |
| Quantity Reductions | 3 |



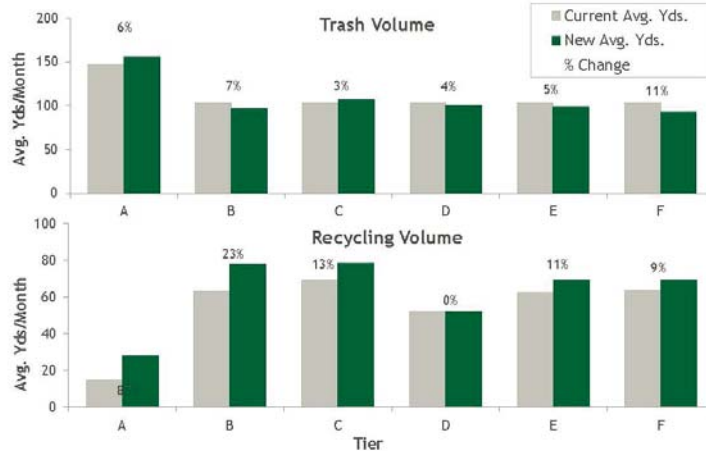
Tier-Based Road Map

Volume reductions for locations calculated using container swap-outs and reduction of service frequency

Volume changes for trash ranged from reductions of 11% (Tier F) to 6% (Tier A)

Analysis did not reduce any services which had 2 or more snapshots from January 2019 to date

Tiers were determined using Q1 Sales data



NEXT STEPS- CONTACT YOUR PROGRAM MANAGER (PMNAME@WM.COM) TO BEGIN IMPLEMENTING YOUR RIGHT SIZING PROGRAM.

**Projected Savings is an estimate based on services analyzed. It does not reflect actual market rates and does not include potential charges including but not limited to container swap-out charges. Actual savings will depend on Customer implementation of and alignment with recommended service changes. Achievement of service reductions is ultimately the responsibility of each facility. WM does not represent that the Customer will receive all or any of these savings at any time. This is not a contractual commitment to supply savings at the amount indicated.*

Container Maintenance

Waste Management will supply and maintain all containers necessary to service any TIPS members. We will carefully monitor containers to make sure they are well-maintained, to schedule regular cleaning of equipment, and to monitor for damaged units.

With respect to fees to change out dumpsters, Waste Management will replace containers damaged by fire, accident, and vandalism and which render the containers unusable, unsafe, or unsightly in a timely manner. There are no fees for repairs and swaps.

We also understand that graffiti is an issue that plagues many schools and that proper management and removal of graffiti is an important element to keeping schools clean and safe for students. Our drivers are trained to watch for and report the appearance of graffiti on our dumpsters. When a dumpster is 'tagged', our drivers report it to the route manager, and it is promptly replaced. Our experience has shown that when graffiti is addressed in a timely manner, repeat offenses are decreased. Alternatively, we are prepared to supply paint to district staff in an effort to combat graffiti and keep the grounds beautiful. There is no fee for this service.

RECYCLING

Waste Management will transport recyclables to one of our MRFs or a partner facility. Solid waste will go to a Waste Management landfill or a partner landfill.

We use videos on our trucks that show the materials that come out of each container during pickups. This shows what items come from TIPS members specifically.

We will have the videos per school, so we will know what items come from TIPS members.

The materials will be collected by front load trucks. The tonnages for the front load dumpsters can be reported based on the number of containers, size of containers, frequency of pickups and the average pounds per yard. The average pounds per yard are determined by the truck weights monthly for the hauling district servicing the locations.

Waste Management will continue to offer a toll-free number where the District may reach us between the hours of 8 a.m. and 5 p.m. Monday through Friday at 800-800-5000. An automated call system is also available after hours and on holidays.

Local Recycling Experience and Capabilities

Recycling is a growing and dynamic movement what material is in demand, how it is collected, processed, and where a market exists is continuously evolving. As North America's largest residential recycler, our focus is on running a recycling operation that is able to constantly adapt, advance, and be sustained for future generations.

We can only accomplish this by being an active contributor to our industry, working together with key stakeholders like TIPS members, and leading the types of changes we believe are essential for current and future recycling growth and viability. Our experience and expertise encompasses

- **Designing and Operating Material Recovery Facilities.** Since the late 1990s, we have gained invaluable experience encompassing design, construction, operation, and

maintenance of source separated recycling facilities, single stream operations, fiber-only plants, and commingled containers-only processing plants. Nationally, our network encompasses 10 recycling facilities, including 3 single-stream recycling MRFs.

- **Forging New Processing Technologies.** Waste Management operations experts and engineers have collaborated with American and international experts in material separation, image recognition technology, advanced screen technology, high speed baling technology, and other separating and cleaning techniques to continuously improve the efficiency and processing capabilities of our MRFs. In total, Waste Management facilities handle upwards of 15 million tons of recyclables in a single year and working together with our customers, communities, and industry experts, we plan to reach 20 million tons by 2020.

- **Benchmarking Recycling Education Best Practices.** Through our municipal partnerships, green technologies, and community education, Waste Management has introduced and promoted innovative recycling and diversion methods to residential and commercial customers throughout the Country. In 2014, we launched Recycle Often. Recycle Right. (RORR) a national research and fact-based behavior change campaign to improve recycling. Tailored to your residents and your business community RORR delivers the tools, resources, and information to simplify recycling and effectively drive participation and decrease contamination.



Locally, Waste Management has a three-decade history of proudly providing recycling processing and collection services in Texas, and in collaboration with our customers, we have made great strides in the quality and quantity of material we process. In the Texas and Oklahoma (Texoma) region, we operate nine recycling facilities. In 2014 we processed more than 15.1 million tons of recyclables. This number represents a staggering 1.25 percent increase in recycling tons processed since 2004.

Our dependable operations are overseen by a highly qualified group of Waste Management employees with experience in the daily operation of recyclable collection, processing and transfer. The team we have assembled for TIPS members represents top leaders at all levels – from plant management to commodity sales.

Local Facility and Processing Capabilities

All TIPS members recyclables will be processed at a recycling facility operated by WM or a partner depending on the location of the member.

We also would be happy to provide educational tours that are age specific and tailored to children in grades one through twelve.

Recyclable Materials Collection Process

Single Stream Specifications

RECYCLABLES must be dry, loose (not bagged), unshredded, empty, and include ONLY the following:

| | |
|--|--|
| Aluminum cans | Newspaper |
| PET bottles with the symbol #1 – with screw tops only | Mail |
| HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) | Uncoated paperboard (ex. cereal boxes; food and snack boxes) |
| PP plastic bottles and tubs with symbol # 5 - empty | Uncoated printing, writing and office paper |
| Steel and tin cans | Old corrugated containers/cardboard (uncoated) |
| Magazines, glossy inserts and pamphlets | |

NON-RECYCLABLES include, but are not limited to the following:

| | |
|--|--|
| Plastic bags and bagged materials (even if containing Recyclables) | Microwavable trays |
| Porcelain and ceramics | Mirrors, window or auto glass |
| Glass food and beverage containers* – brown, clear, or green | Coated cardboard |
| Light bulbs | Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils |
| Soiled paper, including paper plates, cups and pizza boxes | Coat hangers |
| Expanded polystyrene | Household appliances and electronics |
| Glass and metal cookware/bakeware | Yard waste, construction debris, and wood |
| Hoses, cords, wires | Needles, syringes, IV bags or other medical supplies |
| Flexible plastic or film packaging and multi-laminated materials | Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.) |

| | |
|---|---|
| Food waste and liquids, containers containing such items | Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils |
| Excluded Materials or containers which contained Excluded Materials | Propane tanks, batteries |
| Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension | Aseptic Containers* |
| Cartons* | |

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin ("Cost"). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at Customer's Cost.

Waste Management will recover the pickup of contaminated materials with a trash truck on the next available service date.

DUMPSTER CONFIGURATIONS

All trash and recycler dumpsters can be two, three, four, six or eight cubic yards.

- Have two working side doors and top lids
- Have both side doors accessible to the site personnel even if the trash and recycler Dumpsters are piggybacked
- Have side doors that meet these minimum specifications when open: 29" x 31"
- Have side and top lids to remain closed
- Have lockable trash and/or recycler dumpsters when requested by a member
- Have casters where there are spatial limitations

Following are examples of Waste Management's containers:



Eight-yard recycle container



Eight-yard trash container



4 | RECYCLING EDUCATION PROGRAM

Educational Programs Available to TIPS Members

Waste Management would like to provide a highlight of our exclusive Recycle Often. Recycle Right. recycling education program.

The most powerful habits and attitudes are created at an early age. Recycling can be one of them.

Our recycling curriculum has been developed in alignment with STEM and the Next Generation Science Standards and includes all required materials and background information you need to create a recycling lesson plan for any classroom.



Proactive Public Education Specific to TIPS Members

Preserving natural resources and virgin materials through recycling is at the heart of what our customers, communities, and Waste Management want to accomplish. It is a key component of our business and it is what you, our customers, are requesting. But, recycling simply must be both environmentally and economically sustainable. By cleaning up curbside collection, reducing contamination and limiting what we place in our carts to material that has a reliable market and can be reprocessed into new products, we can reduce the risk of curbside recycling programs. A global effort is underway to move the needle in a more sustainable direction, and we know that this process starts with addressing contamination.



Waste Management has dedicated manpower and made a significant investment in our Recycle Often. Recycle Right. education campaign. The comprehensive, complimentary offerings found on the website provide tailored tools for everyone from residents to businesses to educators to property managers as well as our government customers. Recycle Often. Recycle Right. is successful at getting customers to change their recycling habits because we:

1. Clearly define the problem (recycling confusion and contamination)
2. Simplify the message – we use 3 simple rules (see following graphic)

3. Give consumers a reason why they should do something



**Recycle empty bottles,
cans, paper and cardboard.**



**Keep food and liquids
out of the recycling.**



**Empty recyclables directly
into your recycling container
- NO bagged recyclables.**

These customer-specific tools and resources recognize that recycling presents different challenges in different environments. Multifamily property managers need tools that are formatted in a way that makes it easy for them to educate residents - a “what goes where” doorhanger or a new resident welcome letter, while a business may really benefit from posters designed specifically for break rooms or desk side recycling tips.

Based on community-based social marketing precepts (CBSM), the Recycle Often. Recycle Right. campaign includes educational videos, printed inserts, posters, bin decals and bookmarks, a robust social media campaign, elementary school resources that include a STEM-approved Curriculum for K-Five, and other interactive tools you can use to make recycling sustainable for future generations. Examples of current materials include:

- ✓ Educational curriculum designed for grades K-5, including:
- ✓ Lesson plans
- ✓ Activities
- ✓ Worksheets and lesson extensions
- ✓ Videos



Elementary Education Curriculum



Waste Management, in collaboration with leading experts in education, curriculum development and instruction, has created a standards-based, interactive learning curriculum for elementary-age students.

Waste Management's Recycle Often. Recycle Right.SM curriculum is a series of grade-appropriate lessons and activities that teaches students in Kindergarten through 5th grade about best recycling practices. At the end of the course they'll be able to answer the questions:

- What is recycling?
- Why is recycling important to the community and the environment?
- What items can be recycled?
- Why does successful recycling depend on Recycle Often. Recycle Right.SM
- How are recycling and solid waste collected and managed?
- What is a Materials Recovery Facility and how does it work?



The curriculum was designed to align with the Next Generation Science Standards, using Science, Technology, Engineering, and Math (STEM) best teaching practices.

To Learn More Visit:
RecycleOftenRecycleRight.com
#RORR





Elementary Education Curriculum



As North America's leading provider of recycling services, Waste Management is proud to offer this novel curriculum, teaching young students how to apply the Recycle Often. Recycle Right.™ practices.



Recycle Often. Recycle Right.™ is available to Waste Management customers and communities on request. The downloadable curriculum comes with:

Standards-based lesson plans for grades K through 5

One video presentation element

Student worksheets and lesson extensions

Add some fun to Recycle Often. Recycle Right.™

To reinforce the recycling message and increase kids' involvement, the curriculum includes WM promise cards, tree leaves and ambassador stickers for hands-on projects. Please contact rorr@wm.com to purchase your kit today.



© 2014 Waste Management, Inc. The Recycle Often. Recycle Right.™ recycling education program was developed based upon national best practices. Please consult your local municipality for their acceptable materials and additional details of local programs, which may differ slightly.

We are constantly adding new tools and resources to our Recycle Often. Recycle Right. website and have designed this campaign to be an ongoing resource for our customers with fresh materials and content appearing regularly. A valuable part of the Recycle Often. Recycle Right. website is the Newsroom page where we continuously update the status of the battle against contamination by posting informative industry-specific, third-party articles on recent recycling trends, and changes in the global recycling industry so all may learn and share with others. There are links to recycling news articles as well as reports and studies providing documented statistics on the battle against contamination.

www.RecycleOftenRecycleRight.com

Waste Management firmly believes in education – it is the foundation of everything we do regarding recycling. We invest to leverage all communication channels and maximize those channels to best fit our customers.

On the following page is an example of a Recycle Often. Recycle Right. poster available to you on RecycleOftenRecycleRight.com, or RORR.com.



Always recycle:

Recicle siempre:



Plastic Bottles & Containers
 Botellas y envases de plástico



Food & Beverage Cans
 Latas de alimentos y bebidas



Paper
 Papeles



Flattened Cardboard & Paperboard
 Cartón y cartulina aplastados



Food & Beverage Cartons
 Cartones de alimentos y bebidas

Do NOT include in your mixed recycling cart:

NO incluya en su contenedor de reciclaje mixto:



NO Food or Liquids
 NO comida o líquidos



NO Foam Cups & Containers
 NO vasos y recipientes de poliestireno



NO Clothing, Furniture & Carpet
 NO ropa, muebles y alfombras



NO Loose Plastic Bags, Film or Bagged Recyclables
 Empty recyclables directly into your cart

NO bolsas y envolturas de plástico sueltas, o materiales reciclables embolsados
 Vacíe directamente los materiales reciclables en nuestro carrito



NO Batteries or Needles in the Recycling or Trash
 Batteries and needles pose safety risks for our employees. Check for local drop-off programs for proper disposal
NO arrojes pilas o agujas en el reciclaje o la basura
 Las pilas y las agujas presentan riesgos de salud para nuestros empleados. Puede visitar los programas locales de entrega para su disposición adecuada.



NO Glass Bottles & Containers
 NO botellas y envases de vidrio

To Learn More Visit:
 Para más información, visite:
RecycleOftenRecycleRight.com

#Recycling101

© 2018 WM Intellectual Property Holdings, LLC. The Recycle Often, Recycle Right® recycling education program was developed based upon national best practices. Please consult your local municipality for their acceptable materials and additional details of local programs, which may differ slightly.

A Dynamic Duo - Education and Enforcement

Contamination in the recycling stream impacts everyone - customers, cities, collectors, and processors. Together, we can solve this problem by increasing customer access to education and consistently enforcing curbside recycling guidelines.

It is no surprise that roughly 68 percent of consumers want, and try, to do the right thing when it comes to recycling and the remaining nearly 20 percent are responsible for most of the contamination. Using research conducted for prior community-based social marketing programs, we have identified three unique customer groups: Show Me, Help Me, and Make Me customers, and have developed targeted education and messaging for each.

The Show Me and Make Me customers understand recycling but occasionally need prompts to consistently recycle right. We have developed a suite of tools for them, but the newest includes our Get Started Videos on RecycleOftenRecycleRight.com, or RORR.com. These five, 30-second videos show customers how to set up recycling systems in their homes and reduce contamination. Another prompt involves tagging carts that contain trash or contamination. Research indicates that providing education at the curb is very effective in changing behavior – we address the behavior where we want that behavior to change.

For our “Make Me” customers, consequences and levers need to be enforced, so when necessary, we will take action at the source through proactive monitoring. Our drivers who are the first line of defense in identifying contamination issues will perform recycling audits and when contaminated containers are identified, they will take action which may include:

- Taking a picture of contaminated materials
- Making a note of the contamination issue in our onboard computing system so your Account Manager can follow up with your designated contact, Melanie Sanders, to develop a proactive education plan
- Leaving a contamination notice on the container
- Depending on the level of contamination, the driver may or may not service the container, and fees for contaminated containers may be assessed



As a service provider, Waste Management values the trust communities place in us to process and recycle materials responsibly and keep recycling economically sustainable. Our first efforts are always to educate and share recycling tips at every opportunity. Our Recycle Often. Recycle Right. education and outreach website has tips and tools to give customers the knowledge to reduce and eliminate contamination.

Given that our overriding goal is to make recycling work; and realizing that not all constituents will embrace that goal, we will be transparent in our attempts to prompt consumers to recycle right.

While we have expanded recycling education, we have also adopted consequences for not recycling properly to drive behavior change. Together, we need to keep reinforcing the message about the importance of recycling the right things correctly. Waste Management will continue to help educate customers to reduce contamination - and we also will take necessary steps to seek the recovery of increased costs to keep recycling economically sustainable. Every community and every recycler is impacted. Recycling is truly undergoing a paradigm shift that requires all of us to work together to reduce contamination. We want to help you engage your staff and students to help find solutions and maintain their trust in the recycling process.

The RORR Widget

Waste Management has designed a new tool to help our education customers set their employees and staff up for recycling success. The Recycle Often. Recycle Right. widget can provide current recycling information to your employees and staff. It is easy to use, hosted by your website, there is no cost involved, and it provides targeted recycling education.

- The widget is a small image that displays a message on your website and links to [RORR.com](https://www.waste-management.com/rorr).
- Your webmaster does a one-time update, dropping the embedded code into the recycling page on your website and the widget is installed.

It provides an easy way for your employees and staff consumers to get the most up-to-date information

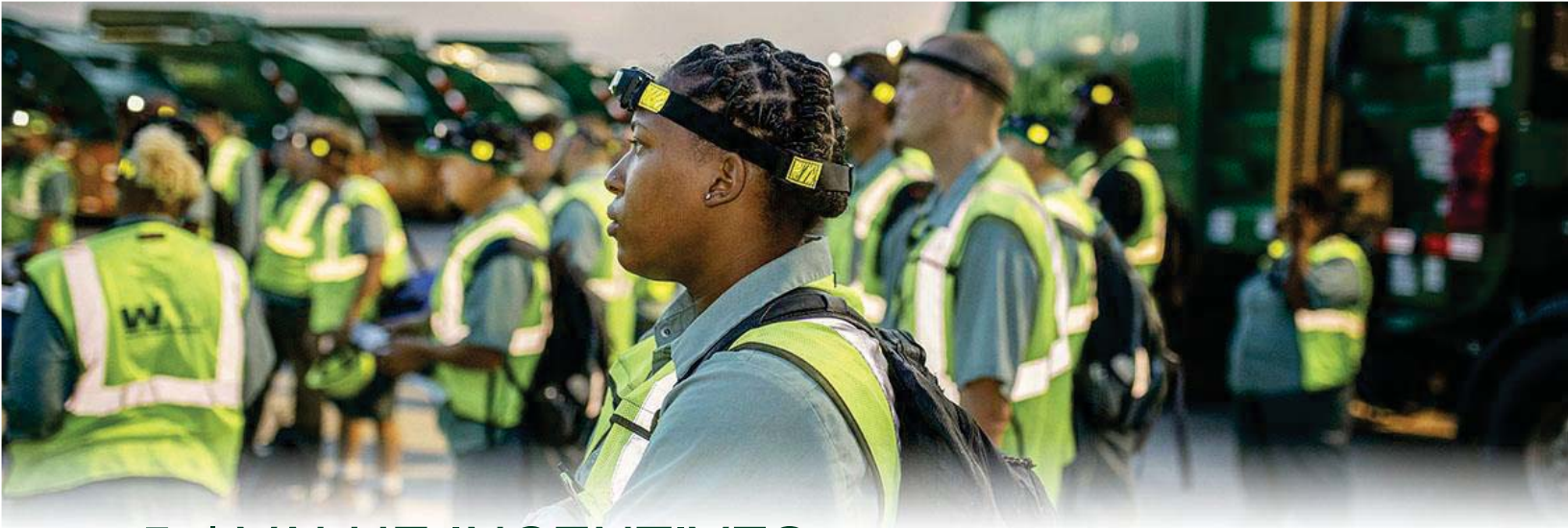


**RECYCLE OFTEN
RECYCLE RIGHT
AT YOUR BUSINESS.**

Download the free resources
and learn more.

WM
WASTE MANAGEMENT

 **RECYCLE OFTEN
RECYCLE RIGHT**



5. | VALUE INCENTIVES

Not to be Overlooked

At our core, we are a solutions provider. In addition to the other environmental solutions mentioned in our proposal response, our asset base allows Waste Management to provide TIPS with value-added services.

Cardboard Box Events

Available for purchase for events



Touch a Truck Event

To promote our company and provide our customers with informative and memorable experiences, we take part in “Touch A Truck” days for school children. Kids can get up close and personal with a variety of our vehicles, and since children seem to be naturally curious about our Waste Management trucks, we like to use them to educate and entertain children whenever we can.

Recycling Education

We have already provided an extensive section on our Recycling Education Program (see Section 4), but we want to reiterate the importance of this program and the fact that it is available to TIPS at no charge.

By visiting RORR.com, you will find a variety of recycling materials that are geared toward schools:

- Posters, guides, and other tools
- K-5 curriculum for grade appropriate lessons, videos, and activities
- Recycling labels and decals

Waste Watch

Collaborating with Local Law Enforcement to Keep Neighborhoods Safe

Serving the same campuses each week allows Waste Management drivers to become familiar with their routes while providing exceptional customer service. Likewise, this level of familiarity enables drivers to identify when a situation does not feel right. From an abandoned car to a door left open, our drivers are in a unique position to act as an extra set of eyes and ears on the street. Our Waste Watch program leverages this advantage by formally teaching Waste Management drivers how to observe and report suspicious activity or an emergency situation to law enforcement.



Waste Watch-certified drivers participate in a formal training program administered in collaboration with local public safety and law enforcement officers. Training includes what to look for, how to react, and how to report incidents. Drivers are reminded they should not approach or attempt to resolve a suspicious situation, but they are encouraged to call law enforcement if a situation does not look or feel right.

After our drivers complete their initial training, we maintain ongoing efforts to keep community safety a top priority by sharing emergency messages with drivers as-needed and passing along reminders from law enforcement regarding seasonal crimes, such as holiday package and mail theft.

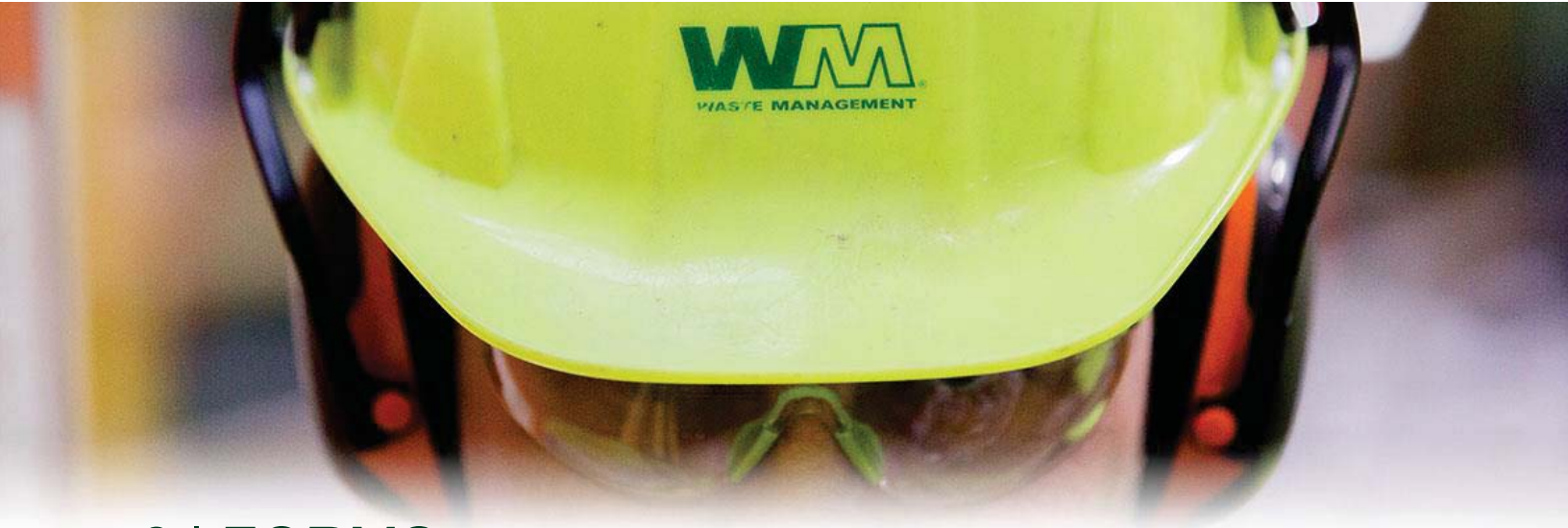
Onboard technology such as DriveCam, a small video recorder mounted on the windshield of our trucks, has also helped make our Waste Watch program successful. The recorder is triggered by certain vehicle behaviors, such as swerving or a collision; however, drivers also can manually start the camera if they witness a potential crime. This is an invaluable tool for our Waste Watch program.

In addition to local agencies, Waste Management partners with National safety-related organizations and programs, including:

- AMBER Alert
- National Center for Missing and Exploited Children
- Community Crime Stoppers
- U.S. Department of Homeland Security

Urgent messages, such as AMBER Alerts, can be communicated to drivers via our onboard computing system. This allows for instant and geo-targeted communication in case of an emergency.

Over the past decade, Waste Watch-certified drivers throughout the U.S. and Canada have reported suspected crimes and assisted with emergencies caused by car crashes, house fires, and pedestrian accidents.



6 | FORMS

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE 1/1/2015

DATE (MM/DD/YYYY)
12/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

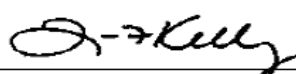
| | | |
|---|-----------------------|---|
| PRODUCER LOCKTON COMPANIES, LLC 5847 SAN FELIPE, SUITE 320 HOUSTON TX 77057 866-260-3538 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): | FAX (A/C, No): |
| E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURED 1349455 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC. 1001 FANNIN, SUITE 4000 HOUSTON TX 77002 | INSURER A: | ACE American Insurance Company 22667 |
| | INSURER B: | Indemnity Insurance Co of North America 43575 |
| | INSURER C: | ACE Property & Casualty Insurance Co 20699 |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES CERTIFICATE NUMBER: 10830962 REVISION NUMBER: XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR W/D | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXC (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--|----------------------------------|----------------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG 00011207 GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | Y | Y | HDO G2732924A | 1/1/2014 | 1/1/2015 | EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMPIOP AGG \$ 6,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90 | Y | Y | MMT H08816025 | 1/1/2014 | 1/1/2015 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | Y | XOO G27054961 | 1/1/2014 | 1/1/2015 | EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX |
| B A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | WLR C47876345 (AOS) WLR C47876357 (AZ, CA&MA) SCF C47876369 (WI) | 1/1/2014 1/1/2014 1/1/2014 | 1/1/2015 1/1/2015 1/1/2015 | <input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000 |
| A | EXCESS AUTO LIABILITY | Y | Y | XSA H08816013 | 1/1/2014 | 1/1/2015 | COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT) |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 ALL POLICIES EXCEPT WC/EL INCLUDE A BLANKET AUTOMATIC ADDITIONAL INSURED ENDORSEMENT (PROVISION) THAT PROVIDES ADDITIONAL INSURED STATUS TO THE CERTIFICATE HOLDER ONLY IF THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS. ALL POLICIES INCLUDE A BLANKET WAIVER OF SUBROGATION ENDORSEMENT (PROVISION) THAT PROVIDES THIS FEATURE ONLY WHEN THERE IS A WRITTEN CONTRACT BETWEEN THE NAMED INSURED AND THE CERTIFICATE HOLDER THAT REQUIRES SUCH STATUS.

| | |
|--|--|
| CERTIFICATE HOLDER 10830962 "FOR INFORMATION PURPOSES ONLY" C/O WASTE MANAGEMENT, INC. | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|



W-9

| | | |
|---|---|---|
| <p>Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service</p> | <p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p> | <p>Give Form to the requester. Do not send to the IRS.</p> |
| <p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Waste Management of Texas, Inc.</p> | | |
| <p>2 Business name/disregarded entity name, if different from above</p> | | |
| <p>Print or type. See Specific Instructions on page 3.</p> | <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____ </p> | |
| <p>5 Address (number, street, and apt. or suite no.) See instructions. 1251 N. Central Street</p> | | <p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small></p> |
| <p>6 City, state, and ZIP code Ferris, TX 75215</p> | | <p>Requester's name and address (optional)</p> |
| <p>7 List account number(s) here (optional)</p> | | |

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | - | | | | | |
| OR | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 7 | 5 | - | 1 | 2 | 2 | 3 | 5 | 2 | 8 |

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

| | | |
|------------------|--|---------------------|
| Sign Here | <p>Signature of U.S. person ▶ <i>[Handwritten Signature]</i></p> | <p>Date ▶ _____</p> |
|------------------|--|---------------------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



7 | IN CONCLUSION

We believe this to be a significant contract for both the TIPS and Waste Management. We are strongly committed to investing in your schools and want to continue to be your waste solutions provider. We will continue to tailor our services to meet your operational needs and expectations.

We are committed to growing our strong partnership by continuing to provide high-quality service delivery. We have shown ourselves to be a reliable partner in our current agreement with TIPS and in our agreements with neighboring schools, municipalities, and businesses throughout Texas. We have the resources to make needed adjustments, when necessary, to provide satisfaction throughout the term of this agreement. Waste Management will offer uninterrupted stability backed by innovation, value, and price, and will be an active partner in helping TIPS attain its waste and recycling goals.

Waste Management is dedicated to being the best environmental solutions partner for the TIPS Cooperative, now and in the future