

TIPS VENDOR AGREEMENT

Between _____ Separation Systems Consultants, Inc. _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200601 Consulting and Other Related Services

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 of Agreement and Renewals

The Agreement with TIPS is for approximately 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 available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation.

Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, the end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Solicitation's Anticipated Award Date, published in the Solicitation, plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall*

be May 31, 2024.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

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. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged 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 SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

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

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

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

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

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

Insurance Requirements

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

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

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor’s policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried

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

Special Terms and Conditions

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

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200601 Consulting and Other Related Services

Company Name Separation Systems Consultants, Inc.

Address 17041 El Camino Real, Ste 200

City Houston State TX Zip 77058

Phone 281.486.1943 Fax 281.486.7415

Email of Authorized Representative jdkeim@sscienviromental.com

Name of Authorized Representative Jo Drake Keim

Title Vice President

Signature of Authorized Representative 

Date 07/23/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 8/27/2020

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.



200601 Addendum 1

Separation Systems Consultants Inc

Supplier Response

Event Information

Number: 200601 Addendum 1
Title: Consulting and Other Related Services
Type: Request for Proposal
Issue Date: 6/4/2020
Deadline: 7/24/2020 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Separation Systems Consultants Inc Information

Address: 17041 El Camino Real Ste. 200
Houston, TX 77058
Phone: (281) 486-1943
Fax: (281) 486-7415
Toll Free: (281) 486-1943

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

Jo Drake Keim

Signature

Submitted at 7/23/2020 10:33:06 AM

jdkeim@sscienvrmental.com

Email

Supplier Note

Separation Systems Consultants, Inc. (SSCI) is a multi-disciplinary environmental consulting, construction and field remediation firm with diverse capabilities and experience.

Requested Attachments

Vendor Agreement

200601 Vendor Agreement SSCI.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

200601 Agreement_Signature_Form SSCI 07232020.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

200601 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

200601 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

SSCI - What We Do-Sound Solutions.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

SSCI WBE DBE HUB SBE Certificates.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

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

DO NOT UPLOAD encrypted or password protected files.

Supplementary

SSCI Company Profile & Resumes.pdf

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

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

SSCI Other Certificates.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

SSCI logo.jpg

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

No response

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

Disclosure of Lobbying Activities Standard Form LLL

No response

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

Confidentiality Form

200601 CONFIDENTIALITY_CLAIM_FORM SSCI.pdf

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

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

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.

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/> or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Separation Systems Consultants, Inc. (SSCI) is a multi-disciplinary environmental consulting, construction and field remediation firm with diverse capabilities and experience. SSCI regularly provides environmental review, Environmental Site Assessments, environmental remediation services, project management, and general project management to government agencies and the private sector. SSCI is a certified Woman-Owned and Disadvantaged Business Enterprise (W/DBE), Historically Underutilized Business (HUB), and Small Business Enterprise (SBE) that has had a local presence in southeast Texas for over 35 years. SSCI's approach to problem solving consists of responding rapidly with a creative and effective solution designed to specifically meet clients' needs. Maintaining this basic philosophy has been the key to SSCI's successful relationships and has assured that clients consistently receive costeffective, environmentally-sound solutions to today's ever-changing environmental challenges. SSCI's team consists of fourteen (14) full time environmental scientists, safety inspectors, engineers, design coordinators, and technicians available upon request for specific projects. This group of team members provide the capabilities necessary to meet the design and demands of today's environment.

6 Primary Contact Name

Primary Contact Name

7	Primary Contact Title Primary Contact Title <input style="width: 90%;" type="text" value="Vice President"/>
8	Primary Contact Email Primary Contact Email <input style="width: 90%;" type="text" value="jdkeim@sscienvironmental.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 150px;" type="text" value="2814861943"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 150px;" type="text" value="2814867415"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 150px;" type="text" value="2817975569"/>
12	Secondary Contact Name Secondary Contact Name <input style="width: 90%;" type="text" value="Donald E. Hodges"/>
13	Secondary Contact Title Secondary Contact Title <input style="width: 90%;" type="text" value="Senior Engineer"/>
14	Secondary Contact Email Secondary Contact Email <input style="width: 90%;" type="text" value="dehodes@sscienvironmental.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 150px;" type="text" value="2814861943"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 150px;" type="text" value="2814867415"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2818983105"/>
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Lisa Landers"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="llanders@sscienvironmental.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2814861943"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Jo Drake Keim"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="Vice President"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2814861943"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.sscienvironmental.com"/>
25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value="760192206"/>
26	Primary Address Primary Address <input type="text" value="17041 El Camino Real Ste 200"/>
27	Primary Address City Primary Address City <input type="text" value="Houston"/>

28

Primary Address State

Primary Address State (2 Digit Abbreviation)

Texas

29

Primary Address Zip

Primary Address Zip

77058

30

Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. **YOU MAY NOT LIST NON-CATEGORY ITEMS.** (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Environmental Consulting, Construction, Phase I ESA, ESA, Phase II, Asbestos, Lead Paint, Mold, Demolition, Abatement, Fueling Systems, Design-Installation-Removal-Closure & Remediation; Hazardous Waste Consulting; Project Oversight; Endangered Species; Remediation; Detention & Retention Ponds; Oilfield Services; Special Services; Stormwater Facilities Inspections; Technical Training; Waste Management; Wetlands & Ecology; Operations & Maintenance Plans; Asbestos Surveys; Project Planning; Safety & OSHA Procedures & Protocols; QA/Risk Assurance; Material Sampling, Analysis, & Testing; Contractor Procurement & Oversight; Quality Assurance & Quality Control; Remedial System Installation, Operation, & Maintenance; Health & Safety Plans (HASPs); Permitting Plans; Compliance Verification; Pond Inspections, Maintenance, & Reporting; Structural & Integrity Protection Assessment; Bank Erosion Management & Maintenance; Vegetation Management; Trash & Debris; Sediment Condition; Secondary Containment Systems; Leak Detection Systems; Fire Protection Systems; Site Security Analysis; Troubleshooting; Fuel Monitoring & Management Systems; Tank Cleaning; Cathodic Protection & Isolation; Records Review; Regulatory Records Research; Title & Historical Records Search; Geologic Evaluation; Soil & Groundwater Sampling & Analysis; Operations Review; Environmental Restoration; Risk Assessments; Vapor Encroachment Screening; Due Diligence; HAZWOPER; UST Licensing; Personal Protective Equipment; Storm Water Pollution Prevention, Spill Prevention (SPCC); Waste Characterization; Site Classification; Impact Analysis; Critical Habitat Studies; Archaeological Surveys; Ordinary Highwater Mark Determination (OHMD)

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. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

Yes

3
2

Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

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.

3
3

Company Residence (City)

Vendor's principal place of business is in the city of?

3
4

Company Residence (State)

Vendor's principal place of business is in the state of?

3
5

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

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

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

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the 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%.

3
6 **Yes - No**

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

3
7 **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.

3
8 **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.

3
9 **Yes - No**

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

4
0 **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.

4
1 **Resellers:**

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

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

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

4
2**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?

4
3**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?

4
4**NON-COLLUSIVE BIDDING CERTIFICATE**

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

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

4
5**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

4
6**Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4
7

Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

4
8

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

N/A

4
9

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

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

Suspension or Debarment Instructions

Instructions for Certification:

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

5
1**Suspension or Debarment Certification**

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

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

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

5
2**Non-Discrimination Statement and Certification**

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

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

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

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

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

5 3 2 CFR PART 200 Contract Provisions Explanation

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

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

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

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

5 4 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 5 2 CFR PART 200 Termination

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

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

Does vendor agree?

5
6**2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5
7**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5
8**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

5 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Yes

6 0 Certification Regarding Lobbying

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

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

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

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

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

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

I HAVE NOT Lobbied per above

6 1 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
2

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

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

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

YES

6
3

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

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

do you agree to comply with the following federal requirements?

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

(b) Affirmative steps must include:

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

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

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

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

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

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

YES

6
4

Indemnification

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

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

Yes

6
5

Remedies

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

Do you agree to these terms?

Yes, I Agree

6
6

Remedies Explanation of No Answer

No response

6
7

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.
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?

6
8

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?

6
9

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?

7
0

Infringement(s) Explanation of No Answer

7
1

Contract Governance

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

7
2

Payment Terms and Funding Out Clause

Payment Terms:

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

Funding Out Clause:

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

See statute(s) for specifics or consult your legal counsel.

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

Do you agree to these terms?

7
3

Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

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

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

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

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

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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

☐ None

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

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7
6**Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

YES

7
7**Logos and other company marks**

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

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

7
8**Solicitation Deviation/Compliance**

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

7
9**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.

8
0**Agreement Deviation/Compliance**

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

8
1**Agreement Exceptions/Deviations Explanation**

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

8
2**Felony Conviction Notice**

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

Select A., B. or C.

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

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

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

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

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

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

8
4**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 X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

8
5**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

8
6**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.

8
7**Venue of dispute resolution with a TIPS Member**

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

8
8**Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

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

8
9**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.

9
0**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?

9
1**Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the [TIPS Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

9
2**Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

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
Alief ISD	Glenn Jarrett	glenn.jarrett@aliefisd.net	281.498.8110 x29568
Ambassador Preparatory Academy	Destin Simmons	dsimmons@apagalv.org	409.592.0436
City of Houston	Gabriel Mussio	Gabriel.Mussio@houstontx.gov	832.393.8079
Harris County Engineering Department - Environmental Services	Dwayne Rogers	dwayne.rogers@eng.hctx.net	713.274.3666
Harris County FPM - Project Services	Shannon Thoftne	shannon.thoftne@fpm.hctx.net	713.274.3681
Houston Community College System	Ronald Lynn Roberts	ronald.roberts@hccs.edu	713.718.7561
Texas Department of Transportation	Mark Norman	mark.norman@txdot.gov	512.663.7424
Texas Parks and Wildlife Department	Gwen Grantham	gwendolyn.sullivan@tpwd.texas.gov	432.244.9831
Texas Parks and Wildlife Department	Brandon Rind	brandon.rind@tpwd.texas.gov	512.761.1459
Williamson County Facilities Maintenance Division	Dwayne Gossett	dgossett@wilco.org	512.943.1611

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.

Separations Systems Consultants, Inc. (SSCI)**Name of company**

Jo Drake Keim, Vice President

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

17041 El Camino Real, Ste 200 Houston TX 77058 281.486.1943

Address**City****State****ZIP****Phone****ALL VENDORS MUST COMPLETE THE ABOVE SECTION.**

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

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

Signature _____ Date 07/23/2020**OR** -----

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

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

Signature  _____ Date 07/23/2020



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

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

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

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

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1760192206900
File/Vendor Number:	74443
Approval Date:	01-MAR-2019
Scheduled Expiration Date:	01-MAR-2023

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SEPARATION SYSTEMS CONSULTANTS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 08-AUG-2019, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

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

Rev. 06/19



Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity



Separation Systems Consultants, Inc. DBA SSCI Environmental

is duly certified as a

Women Business Enterprise (WBE)

Certified Categories:

Certification Number: 18-10-2837

NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

Carlecia D. Wright

Director of Office of Business Opportunity

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

**South Central Texas Regional Certification Agency
of Bexar County, Texas hereby duly affirms that:**

**Separation Systems Consultants, Inc. DBA SSCI
Environmental**

has successfully met the established requirements of SCTRCA's Business Enterprise Certification Program to be
certified as a

***SBE WBE**

Certified NAICS Codes:

NAICS 541380: ENVIRONMENTAL TESTING LABORATORIES OR SERVICES

NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

NAICS 562211: HAZARDOUS WASTE TREATMENT AND DISPOSAL

NAICS 562219: OTHER NONHAZARDOUS WASTE TREATMENT AND DISPOSAL

NAICS 562910: HAZARDOUS MATERIAL STORAGE TANK REMOVAL AND DISPOSAL SERVICES

NAICS 562910: REMEDIATION SERVICES

Certification Number: 218105487

Effective Date: October 16, 2018

Expiration Date: October 31, 2020



**Charles Johnson,
Executive Director**

Note: This certificate is the property of the South Central Texas Regional Certification Agency and may be revoked should the above named firm graduate from or fails to comply with SCTRCA's Business Enterprise Program. A Certification Renewal Application is required every two years.



City of Austin

Small & Minority Business Resources Department, 4201 Ed Bluestein Boulevard, Austin, TX 78721
Mailing Address: PO Box 1088, Austin, Texas 78767, Telephone (512) 974-7645

August 19, 2019

RE: WBE CERTIFICATION

Dear Mrs. Helen Hodges,

Congratulations!

Separation Systems Consultants has been certified as a **Women-Owned Business Enterprise (WBE)** by the City of Austin's Small and Minority Business Resources Department (SMBR) to participate in the City of Austin Minority and Women-Owned Business Enterprise (MBE/WBE) Procurement Program.

The status of your MBE/WBE certification shall be reviewed at recertification by SMBR. MBEs and WBEs are required to seek recertification upon the fourth year anniversary of their initial certification and upon the fourth anniversary of all subsequent certifications. Failure of the Firm to seek recertification by filing the necessary documentation with SMBR within 60 calendar days from the date of receipt of written notification from SMBR may result in decertification of the firm. The recertification review is completed thorough examination of the sworn affidavit and supporting documentation to determine your continued eligibility as outlined in the City Ordinance Code: § 2-9A-D-15.

You must report any change(s) in circumstances that affect your firm's size, social/economic disadvantage status, management, ownership or control to SMBR within thirty (30) calendar days. Failure to report such change(s) may result in the denial of continued certification, recertification or decertification. Additionally, a MBE/WBE on-site review may be conducted by SMBR as needed.

This firm's next certification review documentation is due prior to August 31, 2023.

To confirm the current status of all certified firms, prime contractors, vendors and interested parties are to visit the City of Austin's Certified Vendor Directory at:

https://www.austintexas.gov/financeonline/account_services/search/vendors/certvendor.cfm

All statuses will be confirmed through the Certified Vendor Directory as noted above and the Certified Vendor Availability List provided by SMBR.

As a City of Austin registered vendor, you are responsible for maintaining accurate information on your vendor profile.

You are asked to update **any changes** related to your business in the City's Vendor Connection system at

https://www.austintexas.gov/financeonline/vendor_connection/index.cfm. You can perform these changes daily from 7:00AM to 7:00PM. If you need assistance making changes, please contact Vendor Registration at (512) 974-2018 or by email at vendorreg@austintexas.gov.

Thank you for your interest in the program and we wish you continued success. If you have any questions, please feel free to call the Certification Office at (512) 974-7645.



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Separation Systems Consultants, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Certification Granted: June 30, 2016

Expiration Date: June 30, 2021

WBENC National Certification Number: 2005128998



Authorized by April Day, President Women's Business
Enterprise Alliance

NAICS: 541620, 541330, 541380, 541990, 562910
UNSPSC: 77000000, 77101505



Certification: View

[Certification List](#)[Submit Change Request](#)[View Letters & Certificates](#)[Add Date Alert](#)

Vendor Capabilities

BUSINESS NAME	Separation Systems Consultants, Inc. DBA SSCI Environmental
SYSTEM VENDOR NUMBER	20005487
PRIMARY OWNER'S NAME	Helen Hodges
ETHNIC GROUP	Caucasian
GENDER	Female

Certification Information

CERTIFYING AGENCY	City of Houston
CERTIFICATION TYPE	DBE - Disadvantaged Business Enterprise
EFFECTIVE DATE	9/19/2019
RENEWAL DATE	9/30/2020

Contact Information

MAIN COMPANY EMAIL	ssci@sscienvironmental.com
MAIN PHONE	281-486-1943
MAIN FAX	281-486-7415
MAIN COMPANY WEBSITE	http://www.sscienvironmental.com

Addresses

PHYSICAL ADDRESS	17041 El Camino Real, Ste. 200 Houston, TX 77058
MAILING ADDRESS	17041 El Camino Real, Ste. 200 Houston, TX 77058

Business Capabilities

BUSINESS CERTIFIED FOR

Hazardous/Non-Hazardous Waste Assessment/Management; Underground Storage Tank And Oil Field Waste Pit; Phase I/li/lii Esa'S, Asbestos/Lead Based Assessments/Sampling; Air/Wastewater Permitting, Feasibility Studies, Environmental Auditing, Technical T

FULL DESCRIPTION OF CAPABILITIES/PRODUCTS

Hazardous/Non-Hazardous Waste Assessment/Management; Underground Storage Tank And Oil Field Waste Pit; Phase I/li/lii Esa'S, Asbestos/Lead Based Assessments/Sampling; Air/Wastewater Permitting, Feasibility Studies, Environmental Auditing, Technical T

COMMODITY CODES

NAICS 541620

Environmental consulting services ([More](#))

Owner Ethnicity and Gender

ETHNIC GROUP

Caucasian

GENDER

Female

DBE ETHNIC GROUP

Female

STATE ETHNIC GROUP

Female

Location

COUNTY

Harris (TX)

Additional Information

CATEGORY

Energy & Utilities/Environmental Services & Equipment

HUB?

Letters & Certificates

View

Letter Type

Format

Date Sent

Viewed

Certification List

Metropolitan Transit Authority of Harris County, Texas

Office of Small Business hereby duly affirms that:

Separation Systems Consultants, Inc DBA SSCI-Environmental

has successfully met the established requirements of METRO's
Small Business Enterprise Program to be certified as a

Small Business Enterprise (SBE)

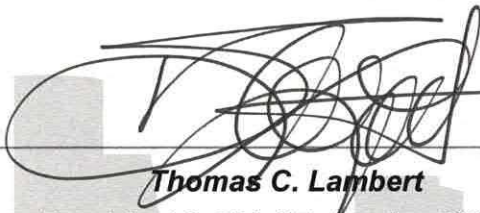
Certified NAICS Codes:

NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES

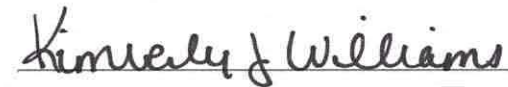
Certification Number: 02079853

Effective Date: August 21, 2017

Expiration Date: August 21, 2020



Thomas C. Lambert
President & Chief Executive Officer



Kimberly J. Williams, J.D.
Deputy Chief Procurement Officer
Office of Procurement

Note: This certificate is the property of the Metropolitan Transit Authority of Harris County's Office of Small Business and may be revoked should the above named firm graduate from or fails to comply with METRO's Small Business Enterprise Program. Recertification is required every three years.



RECEIVED SEP 09 2019

TEXAS BOARD OF PROFESSIONAL GEOSCIENTISTS

P.O. Box 13225 • Austin, Texas 78711 • (512) 936-4400 • fax (512) 936-4409
Website: www.tbpg.state.tx.us

September 5, 2019

SEPARATION SYSTEMS CONSULTANTS INC
ATTN: LISA LANDERS
17041 EL CAMINO REAL #200
HOUSTON, TX 77058
US

Regarding your Geoscience Firm Registration, #50110:

Your firm's application to the Texas Board of Professional Geoscientists as a Registered Geoscience Firm has been approved. Enclosed is your wallet registration card with the current expiration date. Also included is an additional registration card that may be kept with the wall registration certificate. Please note that the wall certificate may not be valid proof of registration unless the current registration card is accompanying it. You will receive updated cards upon each annual renewal.

Please note that you exercise reasonable care to prevent potential violations of the Texas Geoscience Practice Act and Board rules as found on the TBPG website, and be aware of your obligations to protect health, safety, and welfare in the State of Texas. For additional information, please visit our website at www.tbpg.state.tx.us or call 512-936-4400.

On behalf of the TBPG Licensing Staff, thank you!

Rene David Truan
Executive Director
Texas Board of Professional Geoscientists



**SEPARATION SYSTEMS
CONSULTANTS INC**
Geoscience Firm
Registration #50110
Expires October 31, 2020

In accordance with the provisions of the Texas Geoscience Practice Act, the Texas Board of Professional Geoscientists hereby certifies that the above named entity has been approved as a Registered Geoscience Firm.

Becky L. Johnson, PG, TBPG Chairman



**SEPARATION SYSTEMS
CONSULTANTS INC**
Geoscience Firm
Registration #50110
Expires October 31, 2020

In accordance with the provisions of the Texas Geoscience Practice Act, the Texas Board of Professional Geoscientists hereby certifies that the above named entity has been approved as a Registered Geoscience Firm.

Becky L. Johnson, PG, TBPG Chairman



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

March 4, 2020

Helen Hodges
Owner
Separation Systems Consultants, Inc.
17041 El Camino Real, Ste 200
Houston, TX 77058

Re: Small Business Enterprise (SBE) Certification
Renewal Approval
Vendor #

Dear Ms. Hodges,

We have approved your recently submitted renewal application and your SBE certification remains active.

To ensure that your certification remains valid, please visit the Diversity Management System (DMS) at <https://txdot.txdotcms.com/> to periodically review your account information and complete the Renewal Application. Failure to maintain accurate records related to ownership, management control, and contact information could negatively affect your eligibility in the SBE program. If you experience technical difficulties with DMS please click on the "Contact Us and Support" link on the DMS homepage.

Sole Proprietors must have an updated Assumed Name Certificate with the County Clerk's Office and all other firms must be registered with the Secretary of State to do business with TxDOT. All firms identified as the apparent low bidder on construction and maintenance projects must have an E-Verify Memorandum of Understanding for Employers (MOU) executed through the Department of Homeland Security's (DHS) E-Verify system.

If you have any questions you may contact Christina Calvo at 512.486.5510.

Sincerely,

Michael D. Bryant
Director
Civil Rights Division

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

**Texas Board of Professional
Engineers and Land Surveyors**

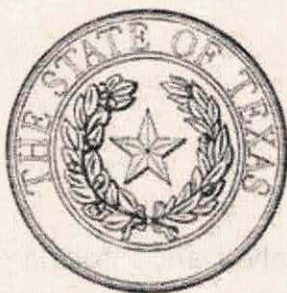
CERTIFICATE OF REGISTRATION

**This acknowledges that
*SEPARATION SYSTEMS CONSULTANTS INC***

**has fulfilled the requirements of the Texas Board of Professional Engineers
and Land Surveyors to offer and perform engineering services in the state of Texas.**

**Registration Number
F-6322**

**Expiration Date
3/31/2021**



Texas Department of State Health Services

BE IT KNOWN THAT

SEPARATION SYSTEMS CONSULTANTS INC

is certified to perform as a

Lead Firm

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1955 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.

Certification Number: 2110041

Expiration Date: 09/17/2021

A handwritten signature in black ink, appearing to read "John Hellerstedt", followed by a horizontal line.

Control Number: 7094

**John Hellerstedt, M.D.,
Commissioner of Health**

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK

- ★ Please contact this office immediately if any information on this certificate is incorrect.
- ★ The certification renewal application with all required documents and fee are due every two years BEFORE the anniversary date. Please note that it is the responsibility of the certification holder to send a completed renewal application with all required documents and renewal fee before the expiration date, whether a renewal notice is received or not. Failure to submit the completed renewal application with all required documents and fee before the expiration date will result in a late fee and must be submitted before the certification will be issued.
- ★ No certification or accreditation may be sold, assigned, or transferred. Any certificates which have been altered may be revoked.



Cert # 2110041
SEPARATION SYSTEMS CONSULTANTS INC
17041 EL CAMINO REAL STE 200
HOUSTON TX 77058

- ★ If you have any questions or desire additional information concerning the application process or this certification, please contact the Environmental and Sanitation Business Filing and Verification Unit at (512) 834-6600. In order to serve you better, DSHS would like you to complete the short online survey <https://www.surveymonkey.com/r/RLUsurvey>. The information you provide will assist DSHS in its efforts to continually improve and become more responsive to the needs of its customers. Thank you in advance.



Texas Department of State Health Services

SEPARATION SYSTEMS CONSULTANTS INC

is certified to perform as an

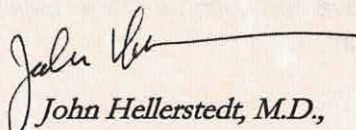
Asbestos Management Planner Agency

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.

License Number: 200059

Expiration Date: 06/25/2021

Control Number: 95675


John Hellerstedt, M.D.,
Commissioner of Health

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



Certificate of Registration

Texas Residential Construction Commission

Hereby Certifies that
Separation Systems Consultants Inc
17041 El Camino Real Ste 200
Houston, TX 77058-2646

Has Met the Statutory Requirements

As a
Registered Builder
No. 43401

In the State of Texas

Issued on
Monday, June 15, 2009

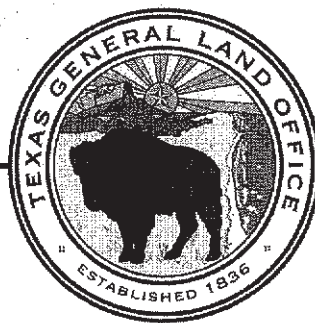
A handwritten signature in black ink, appearing to read "Paulo Flores".

Paulo Flores, Chairman

A handwritten signature in black ink, appearing to read "A. Duane Waddill".

A. Duane Waddill, Executive Director

Expiration: February 6, 2021



Certificate # 2-13

Texas General Land Office

Discharge Cleanup Organization Certificate

SSCI Environmental and Consulting SVC.

February 6, 2018

Date Certified

Houston, Tx

Location

2

Region

This certificate carries with it the need to maintain a high level of response preparedness, to respond in a timely, professional manner, and to notify the Texas General Land Office of a change in the Holder's ability to accomplish this mission.

George P. Bush
Commissioner
Texas General Land Office

Greg Pollock
Deputy Director,
Oil Spill Prevention & Response
Texas General Land Office

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



Be it known that

SEPARATION SYSTEMS CONSULTANTS INC

has fulfilled the requirements in accordance with the laws of the State of Texas for

UST CONTRACTOR

Registration Number: CRP000190

Issue Date: 05/29/2020

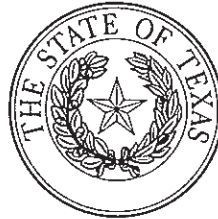
Expiration Date: 06/30/2023

A handwritten signature in blue ink, appearing to read "T. G. Baker", written over a horizontal line.

Executive Director

Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



Be it known that

SEPARATION SYSTEMS CONSULTANTS INC

has fulfilled the requirements in accordance with the laws of the State of Texas for

LPST CORRECTIVE ACTION SPECIALIST

Registration Number: RCAS00076

Issue Date: 10/25/2017

Expiration Date: 12/28/2020

A handwritten signature in black ink, appearing to read "R. D. A. Hylb", written over a horizontal line.

Executive Director

Texas Commission on Environmental Quality

Entity Dashboard

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
 - ▶ [Reps & Certs](#)
 - ▶ [POCs](#)
- ▶ [Reports](#)
 - ▶ [Service Contract Report](#)
 - ▶ [BioPreferred Report](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

[BACK TO USER DASHBOARD](#)

SEPARATION SYSTEMS CONSULTANTS, INC.
DUNS: 175660455 CAGE Code: oMD51
Status: Active
Expiration Date: 09/29/2020
Purpose of Registration: All Awards

17041 EL CAMINO REAL STE 200
HOUSTON, TX, 77058-2646
UNITED STATES

Entity Overview

Entity Registration Summary

DUNS: 175660455
Name: SEPARATION SYSTEMS CONSULTANTS, INC.
Doing Business As: SSCI
Business Type: Business or Organization
Last Updated By: Jo Keim
Registration Status: Active
Activation Date: 09/30/2019
Expiration Date: 09/29/2020

Exclusion Summary

Active Exclusion Records? No

GSA

IBM-NP-20190814-1104
WWW1

Search Records	Disclaimers	FAPIS.gov
Data Access	Accessibility	GSA.gov/IAE
Check Status	Privacy Policy	GSA.gov
About		USA.gov
Help		



HELEN HODGES
SEPARATION SYSTEMS CONSULTANTS, INC.
DBA SSCI ENVIRONMENTAL
17041 EL CAMINO REAL, STE. 200
HOUSTON, TEXAS 77058

Re: Small Business Development Program Enrollment

October 24, 2018

Dear HELEN HODGES:

CONGRATULATIONS! Your application for listing as an enrolled Port Houston Small Business Enterprise (SBE) has been approved. Your firm will be included in our Small Business Development Program Directory in our Small Business Compliance System. The enrollment is valid as long as your certificate is valid with **METRO** (expiring **08/31/2020**) in the category of:

(PROFESSIONAL SERVICES)
ENVIRONMENTAL CONSULTING SERVICES

This enrollment covers only the company that is named in this letter and on the attached certificate. It does not cover any other company with which you may be associated.

If there are any changes regarding the information provided in the submission of the application to enrolling for the Small Business Development Program, you must immediately (within 30 days of such changes) notify the Small Business Development Department in writing. Port Houston reserves the right to conduct a compliance review at any time to confirm eligibility. Small Business Development participation may be suspended upon findings of ineligibility.

The Small Business Development Program's office is located at the Port Houston Executive Office at 111 East Loop North, Houston, Texas 77029. If you have any questions or concerns in regards to your enrollment, please contact our **Certification Specialist, Natasha Ainsworth at 713-670-2418**. To inquire about upcoming business opportunities, projects, pre-bid meetings and/or bid deadlines, please visit our web-site at www.porthouston.com. Should you have any questions concerning the Small Business Development Program Policy and Procedures, a hard copy can be downloaded from our website.

Sincerely,

Gilda Ramirez
Senior Director

SEPARATION SYSTEMS CONSULTANTS, INC. dba SSCI ENVIRONMENTAL

is listed as an enrolled

Small Business

Effective Date: 10/24/2018

Expiration Date: 08/31/2020



PORT HOUSTONSM

A handwritten signature in black ink, reading 'Gilda Ramirez', is positioned above a thin horizontal line.

Senior Director
Small Business & Maritime Education

JOHN BEL EDWARDS
GOVERNOR



CHUCK CARR BROWN, Ph.D.
SECRETARY

State of Louisiana
DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF MANAGEMENT AND FINANCE

Jo Drake Keim
Separation Systems Consultants, Inc.
17041 El Camino Real, Suite 200
Houston, TX 77058

Re: 2020 Renewal Application Approval
LDEQ Response Action Contractors List
Separation Systems Consultants, Inc.
AI Number (97928)

Dear Mr. Keim:

The Underground Storage Tank Division (USTD) has received your renewal application for inclusion on the established Louisiana Department of Environmental Quality's (LDEQ) Response Action Contractors (RAC) list. The application was reviewed for completeness to determine if the minimum qualifications were demonstrated.

Based on the results of this review, Separation Systems Consultants, Inc. has met the minimum qualifications and will be included on the March 1st, 2020, RAC list. Your company is required to submit updated information annually, or as requested by the USTD to remain on the RAC list.

In accordance with LAC 33:X1.1205, Separation Systems Consultants, Inc. will remain eligible to conduct work at leaking UST sites potentially eligible for reimbursement by the Louisiana Motor Fuel Underground Storage Tank Trust Fund.

If you have any questions, please contact me at (225) 219-3916.

Best regards,

A handwritten signature in blue ink, appearing to read "JB", with a stylized flourish at the end.

Jeff Baker
Motor Fuels Trust Fund Manager

c: Imaging Operations – UST

LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (REVISED 09/20/2018)					
UNDERGROUND STORAGE TANK WORKER CERTIFICATION PROGRAM					
LIST OF APPROVED CONTINUING EDUCATION COURSES					
NAME OF ORGANIZATION OFFERING THE COURSE:	COURSE TITLE	CREDIT	APPROVAL CATEGORY	COURSE APPROVAL EXPIRATION DATE	COURSE NUMBER
Petcon, Inc. AI# 106732 P. O. Box 6225 Jackson, MS 39288-6225 Toll free: (800) 852-8374 Phone: (601) 939-7311 Contact: Mr. Alex Ralston	A Contractor's Guide to UST Closures	8	C	6/22/2019	DEQ-C-0004
	How to Install Underground Fuel Storage Tanks and Piping	8	IRC	6/22/2019	DEQ-IR-0005
	How to Perform a UST Compliance Inspection	8	IRC	6/22/2019	DEQ-IR-0044
	On-Site Supervisors Hazmat Course for UST Sites	8	IRC	6/22/2019	DEQ-IR-0030
	Solutions to New Problems with Underground Storage Tanks	8	IRC	6/22/2019	DEQ-IR-0045
	How to Test Cathodic Protection on Underground Storage Tanks	8	IR	6/22/2019	DEQ-IR-0046
Separations Systems Consultants, Inc. 17041 El Camino Reel, Suite 200 Houston, TX 77058 (281) 486-1943 AI# 106731 Contact: Tanya Bowen	Principles of UST Installation Operations	8	IR	6/22/2020	DEQ-IR-0031
	Principles of UST Closure (Removal) Operations	8	C	6/22/2020	DEQ-C-0032
Louisiana Solid Waste Assoc. AI# 186240 57510 Hano Road Independence, LA 71210 www.lswa.us Contact: Connie Henry	LSWA Environmental Conference	8	IRC	03/14-16/2018	DEQ-IR-0055
ALPEC (Alabama Petroleum Equip. Contractors 6449 Norman Bridge Road Montgomery, AL 36105 Phone: (334) 288-4103 Fax: (334) 288-4163 Contact: Kevin Hender AI# 194138	Installation/Closure/Repair Certification	8	IRC	6/12/2020	DEQ-IR-0020
Kevin Henderson Consulting, LLC AI#194139 59 Summit Place Brandon, MS 39042 Phone: (601) 825-1985 Fax: (601) 706-4463	Installation/Closure/Repair Certification	8	IRC	6/12/2020	DEQ-IR-0021
Mississippi Petroleum Marketers AI#194140 808 North President St. Jackson, MS 39202 Phone: (601) 825-1985 Fax: (601) 706-4463 Contact: Kevin Henderson	Installation/Closure/Repair Certification	8	IRC	6/12/2020	DEQ-IR-0022

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Separation Systems Consultants, Inc.
a Foreign Professional Corporation

has been duly formed under the laws of **Texas** and has filed an application meeting the requirements of Georgia law to transact business as a **Foreign Professional Corporation** in this state.

WHEREFORE, by the authority vested in me as Secretary of State, the above **Foreign Professional Corporation** is hereby granted, on **04/14/2020**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **05/01/2020**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

BUSINESS INFORMATION

CONTROL NUMBER 20061432
BUSINESS NAME Separation Systems Consultants, Inc.
BUSINESS TYPE Foreign Professional Corporation
EFFECTIVE DATE 04/14/2020
HOME JURISDICTION Texas
NAME IN HOME STATE Separation Systems Consultants, Inc.
DATE OF FORMATION IN HOME JURISDICTION 06/30/1986
COMMENCEMENT DATE IN GEORGIA 02/24/2020

The corporation elects to be governed by the Georgia Professional Corporation Act. The purpose is to practice the profession named in the articles.

PROFESSION STATEMENT

Professional Engineering

PRINCIPAL OFFICE ADDRESS

ADDRESS 17041 El Camino Real, Suite 200, Houston, TX, 77058, USA

REGISTERED AGENT

NAME	ADDRESS	COUNTY
Georgia Registered Agent, LLC	300 Colonial Center Parkway, Suite 100N, Roswell, GA, 30076, USA	Fulton

OFFICER(S)

NAME	TITLE	ADDRESS
Donald E Hodges	SECRETARY	17041 El Camino Real, Suite 200, Houston, GA, 77058, USA
Helen I Hodges	CEO	17041 El Camino Real, Suite 200, Houston, TX, 77058, USA
Helen I Hodges	CFO	17041 El Camino Real, Suite 200, Houston, GA, 77058, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE Helen I. Hodges
AUTHORIZER TITLE Officer



Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for SEPARATION SYSTEMS CONSULTANTS, INC. (file number 100245300), a Domestic For-Profit Corporation, was filed in this office on June 30, 1986.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 09, 2020.



A handwritten signature in black ink, appearing to read "Ruth R. Hughs".

Ruth R. Hughs
Secretary of State



Environmental, Construction, & Consulting Services

Separation Systems Consultants, Inc. (SSCI) is a multi-disciplinary environmental consulting, construction and field remediation firm with diverse capabilities and experience. In addition to hands-on field services, SSCI regularly provides scientific and technical advice, project management, expert witness testimony and general management services to government agencies and the private sector, including commercial and industrial clients, banks, attorneys, real estate brokers, land owners/buyers and others.

Founded in 1986, SSCI specializes in enhancing the environment through its sound solutions approach. SSCI follows all regulatory requirements, client/agency guidelines and standard practices. In the real estate segment, the firm has developed a suite of services geared toward developers, investors and property owners that allows projects to move seamlessly from a Phase I Environmental Site Assessment to a signed contract with any necessary investigations and remedial/site closure work being completed in a timely, cost-effective manner. "Getting the job done is priority number one, not prolonging our participation," Helen I. Hodges, President and CEO.

Our approach to problem solving consists of responding rapidly with a creative and effective program, designed to specifically meet our clients' needs. Maintaining this basic philosophy has been the keystone to our successful relationships and has assured that our clients consistently receive cost-effective, environmentally-sound solutions to today's ever-changing environmental challenges.

With offices in Texas' major regions, Houston, Galveston County, North Texas and the Austin area; presence in the Washington, D.C. area; an office in Houma, Louisiana; and field offices located in Mississippi, Florida, New Mexico, California and Oklahoma – SSCI can respond quickly to your environmental needs. SSCI routinely performs work for commercial and industrial clients, banks, attorneys, real estate brokers, land owners/buyers and government agencies. SSCI follows all regulatory requirements, client/agency guidelines and standard practices. In the market, we are known for high-quality, economical, efficient and timely work.

Our project managers have academic and/or technical degrees and all personnel are trained, licensed and certified in accordance with contemporary requirements for the environmental services sector. We have performed over 2,000 Phase I and II ESAs, performed over 1,800 asbestos, lead, and mold surveys, removed or remediated over 600 underground storage tanks, closed more than 150 oilfield waste pits, and trained hundreds of industry workers on hazardous material and OSHA/RCRA requirements.

SSCI's current commitments of similar services consist of lead-based paint surveys for SWCA and General Land Office (GLO) on a U.S. Department of Housing and Urban Development (HUD) project with Community Development Block Grant (CDBG) funding, asbestos surveys for Alameda-Genoa Constructors (AGC), and lead-based paint and asbestos surveys for Williams Brothers on a Texas Department of Transportation (TxDOT) project for State Highway 249.

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SSCI is a licensed Asbestos Management Planner Agency and a licensed Lead Firm. SSCI also has licensed Asbestos Inspectors. SSCI has teaming partners that provide mold, lead, and asbestos consulting and laboratory services to enhance our internal capabilities.

HELEN I. HODGES President

- ✓ Licensed Soil Scientist
- ✓ TDSHS-licensed Management Planner
- ✓ OSHA 40-Hour training

- ✓ TDSHS-licensed Asbestos Inspector
- ✓ Certified Hazardous Materials Manager
- ✓ Licensed LPST Project Manager

Education & Recognition

- M.B.A., University of Chicago – Valedictorian
- M.S., Chemistry, University of Idaho – Presidential Honors
- B.A., Physical Science; Minor, Biology, San Jose State University – Great Distinction
- Houston Woman Business of the Year
- Top 50 Women Business Owners Awards
- “Outstanding Contribution” – U.S. Forest Service, ASTD, NAWBO, Women Contractors, 4-H Leadership
- Top 25 Woman Owned Business, TX – multiple years
- Houston 100 Company
- White House Conference Delegate
- Foundation Board Member, Past Trustee & Past President – Outstanding Service Award, Armand Bayou Nature Center
- Friends of 4-H Foundation Award
- Beta Gamma Sigma and Alpha Lambda Delta
- Who’s Who of U.S. Executives & Am. Executives
- Woman of Excellence, Federation of Houston
- Outstanding Achievement – Women’s Council of Realtors
- State of the Bay Symposium – Session Moderator
- Keynote Speaker at Women’s Leadership Conferences

Professional Registrations, License & Technical Societies

- Licensed Soil Scientist State of Texas (#1077)
- Licensed Pesticides Applicator (#0437993)
- Certified RCRA/OSHA Trainer and Worker
- Certified Hazardous Material Mgr. (CHMM #23902)
- Certified Hazardous Waste Contractor (LA #23933)
- Certified Asbestos Management Planner (TX #205058)
- Licensed LPST Project Manager (TX #CAPM00109)
- Certified Asbestos Management Planner (LA #6P117246)
- National Association of Environmental Professionals
- Hazardous Waste Management Society
- Society of Texas Environmental Professionals
- Board Member, League City Historical Society
- Texas Registry for Environmental Professionals
- National Association of Women Business Owners – Past National Board Member and Local President
- Founding Member, Cattleman’s Museum of The Southwest
- Advisory Board, Founder and Past President of Women Contractors Association
- Bay Area Houston Economic Partnership, Small Business Committee

Professional Experience

Ms. Hodges has over thirty years of public and private sector experience in environmental construction and consulting, training, and project management, including eleven years of technical and administrative experience with the Argonne National Laboratory’s Breeder Reactor Program. She has served as manager and team member for environmental remediation projects, including emergency response, groundwater remediation and control, demolition and decommissioning, LPST remediation and removals, subsurface investigations, RI/FSS and RD/RAs (State and Federal Superfunds), site assessments and audits, VCP and RBCA closures, and lagoon closures. She has served as a member of Nuclear Energy Reactor Review Team commissioned to review DOE nuclear reactors, and was a member of national task force investigating national needs for biomass conversion and utilization. She specializes in site inspections, real-estate related environmental compliance issues, risk assessments and planning, remediation of soil and water contamination, waste characterization and removal, and animal waste issues.

As owner and operator of SSCI, Ms. Hodges has overseen large numbers of site assessments, comprehensive asbestos assessments and plans, UST removals and investigations, superfund demolition, natural resources related projects (wetlands, endangered species, mitigation) and site restoration projects, bioremediation and thermal desorption projects, hazardous waste investigations and cleanups and groundwater remediation system designs and installations. Many projects are turnkey and most are performance based. Sites have included mixed wastes and have been regulated by a variety of Federal and State agencies.

In addition to developing emergency public relations procedures and facility-wide 29 CFR 1910.120-based training programs for various large facilities, Ms. Hodges has produced facility-specific procedure manuals, videotapes, visual aids and handout materials for public and private operations. Clients include research facilities, nuclear fuels operations, schools and universities, municipalities, chemical plants, QA groups, manufacturing organizations, agricultural operations, hospitals, transportation companies, environmental remediation firms, inspection and oversight groups, agencies and utility groups.

Ms. Hodges is an active speaker on environmental and general-management topics. She has authored a number of published articles and papers. Recent examples include: *To Fill or Not to Fill: Wetland Management for Land Developers*; *With Pollution Experts, Look before You Leap*; *Thermal Treatment of Polluted Soil*; *Reduce Your Risk: Be Environmentally Vigilant*; *Thermal Treatment of Pesticides*; *Soil Treatment Technologies*; *A Management Perspective on Environmental Issues*; and *Indoor Air Quality*.

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JO DRAKE KEIM **HAZARDOUS MATERIALS MANAGER**

Education & Recognition

M.S., Environmental Management, University of Houston Clear Lake
B.S., Political Science, Texas A&M University

Professional Registration & Licenses

- TXDOT Pre-Certified 2.13.1
- Asbestos Inspector Accreditation
- HAZWOPER General Site Worker Certification
- HAZWOPER Supervisor Certification
- HASC Basic Plus
- DOT HAZMAT Training (HM-126F)
- Lead-Based Paint Inspector Certification
- Lead-Based Paint Risk Assessor Certification
- Environmental Site Assessments for Real Estate Transactions
- EPA Greenhouse Gas Mandatory Reporting Rule Training
- Asbestos Supervisor/Contractor Accreditation
- Asbestos Project Designer Accreditation
- Asbestos Air Monitoring Technician Accreditation
- Sampling & Evaluating Airborne Asbestos Dust (NIOSH 582 Equivalent)

Professional Experience

Ms. Jo Drake Keim has 24 years of experience in the environmental consulting including performing multi-media compliance audits, Phase I and II (ASTM compliant) environmental site assessments, and hazardous materials investigations and assessments, and regulatory inspections. She is TXDOT Pre-Certified under 2.13.1, Hazardous Materials Initial Site Assessment. Ms. Keim has served as the Hazardous Materials Manager for the SH 288 Toll Road Expansion Project in Harris County for over 1 year and participated as project manager for the project for over 2 years. Her prior experience includes performance of emergency response and Phase I and Phase II assessments of the Grand Parkway Project in Harris County. She has also completed numerous right of way assessments for TXDOT including the I-10 widening from near Washington Avenue to the Harris County-Fort Bend County line.

Because of her knowledge of Federal, State, and local environmental laws and regulations, Ms. Keim has served as the project manager and as a task leader on numerous large-scale compliance audits, due diligence projects, debris monitoring projects, and asbestos inspections, including audits and surveys conducted within the pipeline/oil and gas, petrochemical, refining, medical, telecommunications, manufacturing, distribution, retail, and residential industries. Ms. Keim has conducted comprehensive environmental audits of industrial asbestos programs in support of regulatory citations and in support of property acquisitions. Her project experience includes performing hazardous material/petroleum product and compliance-related work throughout the United States. Her audit experience has included assessment of air, water, and waste regulations at a variety of facilities including industrial and commercial properties. Ms. Keim's environmental experience has included assessments of sensitive resources, review of categorical exclusions under various Federal programs (including NEPA) and management of wetlands delineations, USACE permitting, and agency interactions.

Her experience includes the performance of comprehensive asbestos surveys in accordance with the National Emissions Hazardous Air Pollutants (NESHAP), Asbestos Hazard Emergency Response Act (AHERA), and applicable state requirements for asbestos containing materials. She has developed auditing and sampling protocols, developed management plans, mold protocols, and training materials for a large variety of industrial, commercial, and public sector clients. Ms. Keim has performed multiple mold assessments and remediation in accordance with the Texas Mold Assessment and Remediation Rules (TMARR). She is well versed in assessing indoor air quality issues and performing related investigations. Her experience includes the development and implementation of indoor air quality training materials for assessors.

Ms. Keim has performed Phase I Environmental Site Assessments, soil and groundwater assessments and remediation under the Texas Risk Reduction Program, Texas Voluntary Cleanup Program, and the Innocent Owner/Operator Program; and other compliance support and due diligence services. Hazardous and non-hazardous materials clean up and closure projects have included some groundwater management plans for soil excavation, backfilling, and stock piling. Field screening of soil and groundwater, decontamination procedures, regulation and treatment of contaminants on site, storm water controls, and disposal coordination are routine site activities.

She has provided classroom instruction for occupational training courses in industrial hygiene, property assessments, and environmental regulations. Ms. Keim has instructed occupational and environmental training courses for asbestos accreditation. Courses taught include asbestos inspector, management planner, supervisor/contractor, air monitoring technician, project designer, and worker.

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Donald E. Hodges, P.E. Civil Engineer

Education & Recognition

- M.S., Civil Engineering, University of Texas at Tyler
- B.S., Civil Engineering, University of Texas at Tyler
- ASCE – Vice President, Chair of Event Coordinators and Chair of Archives

Professional Registration, Licenses and Training

- Professional Engineer, Texas
- Installation/Repair of USTs, 28-hour Initial Course
- UST Removal/On-Site Supervisor, 12-hour Initial Course
- Professional Ethics Training
- 40 Hour OSHA HAZWOPER Training
- Hazwoper Refresher, 8-hour Training
- Removal of Underground Storage Tank Training

Professional Experience

Mr. Donald E. Hodges, P.E. has over 10 years of experience in the engineering, construction and environmental consulting industries specializing in storm water compliance, drainage control, petroleum storage tank (PST) systems, and civil design and engineering. His work experience includes both foreign and domestic civil engineering including work performed in the southeastern United States and Africa. Mr. Hodges serves as a Project Manager and as the Engineering Department Manager. As a civil engineer, Mr. Hodges has performed PST design, installation, and removal of various types of fueling systems. He has performed as the Project Manager and technical lead for the design and installation of a fueling system in Williamson County, Texas that includes high speed diesel and gasoline fueling, a diesel exhaust fluid (DEF) system, and a propane system. The system design includes release detection and monitoring systems as required by the client's specifications. Mr. Hodges has completed numerous as-built designs for completed fueling stations consisting of both underground (UST) and aboveground (AST) systems for the City of Houston. He has completed tank inspections to assure compliance prior to placement of ASTs into service and integrity testing of existing systems UST systems. In support of several local area hospitals, Mr. Hodges has performed fuel quality testing to assess if diesel fuel in emergency generator tanks comply with applicable regulations.

His PST removal experience includes management of contractors in the removal of UST and AST systems, performance of environmental sampling in accordance with the Texas Commission on Environmental Quality (TCEQ), and completion of release determination reporting. Mr. Hodges has performed Phase I Environmental Site Assessments (ESAs), soil and groundwater assessments, and remediation under the TCEQ PST Program and Texas Risk Reduction Program (TRRP). Hazardous and non-hazardous materials clean up and closure projects have included some groundwater management plans for soil excavation, backfilling, and stock piling. Field screening of soil and groundwater, decontamination procedures, regulation and treatment of contaminants on site, storm water controls, and disposal coordination are routine site activities.

Mr. Hodges' experience with storm water consulting services includes completion of project design, oversight, construction, and assessment of a variety of storm water quality features including retention and detention ponds, storm water interceptors, and culvert features. He is the Project Manager for several storm water management program that include assessment, routine maintenance, and permitting of storm water features in the greater Houston area. Mr. Hodges design experience includes residential and commercial design of public water, sewer, and storm water utilities for large and small-scale projects. He has installed water wells and performed geotechnical investigations including compaction testing. As a civil engineer, he has completed design of waste water treatment plants and both domestic and international experience in drinking water facility design and operation.



ALLYSON GRAZIANO

Project Manager

- ✓ Environmental Assessments/Impact Analysis
- ✓ NEPA Categorical Exclusions
- ✓ Phase I ESAs
- ✓ Environmental Reviews
- ✓ Technical Reporting
- ✓ Project Cost Estimation
- ✓ Wetland Delineation & Mitigation
- ✓ Threatened and Endangered Species
- ✓ Process of Archeological Surveys
- ✓ HAZWOPER 40-Hour

Education & Recognition

- ✓ B.S., Biology, Concentration: Resource Biology & Biodiversity, University of Louisiana at Lafayette, LA
- ✓ University of Louisiana at Lafayette, Deans List

Professional Experience

Ms. Graziano has over five years' experience performing environmental consulting services including natural resource management, Phase I and II Environmental Site Assessments (ESA), regulatory compliance, site remediation and other consulting services for public and private sector clients. Ms. Graziano's environmental experience includes performing Phase I Environmental Site Assessments (ESA) following the ASTM E 1527-13/EPA AAI Rule requirements. She has completed multiple roles in the ESA process, which includes review of historical documentation, geological and hydrogeological setting, current and historical site conditions, and regulatory records. She has utilized her investigative skills to develop and implement Phase II subsurface investigations to assess soil and groundwater conditions associated with current and historical releases. She has participated in investigations of former filling stations under the Texas Commission on Environmental Quality (TCEQ) Petroleum Storage Tank (PST) Program and dry cleaners under the TCEQ Voluntary Cleanup Program (VCP). Her experience includes participation in site closures under the PST, VCP, and Innocent Owner / Operator Program (IOP). Her field work experience includes performing stormwater feature inspections and sampling, soil and groundwater sampling, and environmental site assessments.

Ms. Graziano has performed Housing and Urban Development (HUD) Home Investment Partnerships Program (HOME) and Community Development Block Grant (CDBG) Categorical Exclusion, Environmental Review, and Environmental Assessment projects following the National Environmental Protection Act (NEPA) requirements. Through the process of the Environmental Review, Ms. Graziano excelled in the bid process for asbestos, lead-based paint, and radon surveys. She has been the lead technical expert for performance of over 20 broad reviews and dozens of site-specific reviews for Federal funding under the HUD program. As a natural resource specialist, Ms. Graziano has performed wetland delineations, wetland mitigation planning, and performed data collection of aquatic animals and the effects of the BP oil spill on aquatic life in the Gulf of Mexico. Wetlands experience includes assessments along bayous, water ways, and coastal areas to identify hydric soils and plant species.

Prior to joining SSCI, Ms. Graziano was employed as an environmental scientist in a chemistry lab. While working in an environmental chemistry lab, Ms. Graziano gained experience in producing, documenting and analyzing data for the wet chemistry department. Using her knowledge of chemistry, she interpreted data received in the Data Usability Summary (DUS) reports from Laboratories. She has been able to utilize this laboratory experience to complete DUS reports in accordance with TCEQ requirements for remediation projects.

Ms. Graziano has experience in permitting and environmental compliance for small to mid-size industrial clients. She has completed air permit compliance projects under the TCEQ Permit By Rule (PBR) program and investigate storm water discharges under the Texas Pollution Discharge Elimination System (TPDES). She participated development of Spill Prevention Countermeasure Control (SPCC) Plans for mid-size chemical storage and manufacturing facilities located in southeast Texas.

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CAITLIN TOVAR Engineering Project Manager

Education & Recognition

- B.S., Chemical Engineering, Minors: Mathematics, Chemistry, Texas A&M University – Kingsville
- Texas A&M University – Kingsville Honors College
- Omega Chi Epsilon Chemical Engineering Honor Society
- Texas A&M University- Kingsville, President's List
- Del Mar College, Deans List
- Co-author, "Modeling of Water Quality Downgradient of a Mulch Biowall," *Wiley Remediation Journal*, Winter 2017
- 40-Hour OSHA HAZWOPER Certified

Recent Technical Studies

- USEPA SW-846 Method 5035A with Terra Core Sampler
- Laboratory Data Interpretation
- Trends in Groundwater Sampling
- Data Usability Assessment
- Soil Sampling and Laboratory Analytical Methods
- Asbestos Awareness Training
- Sampling Methods Workshop
- Drones on Rangelands

Professional Experience

Ms. Tovar has over three and a half years of experience in the engineering and environmental consulting fields. Ms. Tovar has performed as a hazardous materials manager providing oversight of construction activities within contaminated zones, removal of underground storage tanks (USTs), and inspections within the right of way and construction yards for Texas Department of Transportation (TxDOT) highway expansion projects. Her project experience has included identification of hazardous and non-hazardous waste and coordination with waste hauling and disposal facilities. Her project responsibilities have included waste profiling utilizing subcontractor and laboratory services and coordination with the waste transporters and disposal sites.

Ms. Tovar's engineering experience includes UST removal oversight, sampling, and release determination reporting. Sampling is completed in accordance with the Texas Commission on Environmental Quality (TCEQ) regulatory document, RG-411 "Investigating and Reporting Releases from Petroleum Storage Tanks." She has experience completing Condensate Storage Tank (CST) Assessments, overseeing Line and Leak Detection (LLD) Tests of USTs, and performing As-Built Inspections of aboveground storage tanks (ASTs). Ms. Tovar assesses a variety of storm water quality features including retention and detention ponds, storm water interceptors, and culvert features. She has assisted in the inspection and permitting of storm water features across the Houston area.

Her environmental experience includes managing and performing Phase I Environmental Site Assessments (ESAs) following the American Society of Testing and Materials (ASTM) E 1527-13/ Environmental Protection Agency (EPA) All Appropriate Inquiries (AAI) Rule requirements. She has completed multiple roles in the ESA process including review of historical documentation, geologic/hydrogeologic setting, current and historical site conditions, and regulatory records. Ms. Tovar has prepared graphic representations of site conditions and sampling data using mapping software. Ms. Tovar has performed storm water, groundwater, and soil sampling for multiple projects. Her experience includes storm water monitoring and reporting under TxDOT which included weekly sampling under the Texas Pollution Discharge Elimination System (TPDES), groundwater investigation of the Houston Community College (HCC) Petroleum Storage Tank (PST) site in downtown Houston, and sampling methodologies associated with Limited Phase II ESAs following the ASTM E 1903-11/EPA requirements. Ms. Tovar joined SSCI in April of 2017 and has continued to utilize her educational background and field experience.

Ms. Tovar has experience in environmental remediation, process design, and green chemistry. Her experience in remediation includes studying organic carbon downgradient of a permeable reactive barrier in the form of a biowall. Ms. Tovar interpreted laboratory results to determine total organic carbon (TOC) concentration with respect to the number of pore volume eluded to evaluate which carbon source material remediated chlorinated aliphatic hydrocarbon contaminants most efficiently. Her research was published in the *Wiley Remediation Journal*.

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Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Separation Systems Consultants, Inc.

2 Business name/disregarded entity name, if different from above

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.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

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.

☐ Other (see instructions) ►

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) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

17041 El Camino Real Ste 200

6 City, state, and ZIP code

Houston, Texas 77058

7 List account number(s) here (optional)

Requester's name and address (optional)

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 6 - 0 1 9 2 2 0 6

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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

Signature of
U.S. person ►

Lisa Landers

Date ► 1/1/2020

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.