

# VENDOR CONTRACT

**Between** Pacific Environmental Group, LLC. **and**  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)**  
**For**  
**General Services**  
**#01042315**

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

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

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract 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.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

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#### Contract - General Services

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

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

### Customer Support

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

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas

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#### Contract - General Services

county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

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

### **Disclosures**

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

### **Renewal of Contracts**

The General Services contract is for a period of one (1) year only. No option for renewal will be available.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

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#### **Contract - General Services**

## Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

## Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, 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, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all

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

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

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

**Miscellaneous**

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

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

### **Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be “low volume” in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO “Contract Number 01042315”. Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

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

### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer

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

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

### **Licenses**

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

### **Novation**

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

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

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

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken

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pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

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

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

### **Marketing**

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

### **Supplemental agreements**

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

### **Legal obligations**

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

### **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting 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. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to

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conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

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

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

### **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 contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

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#### **Contract - General Services**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### **Support Requirements**

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

## Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

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### Contract - General Services



Date	Subject	Message
02/02/15	PDF Files	All PDF files are Fillable PDF Forms. You have to download the file to your computer, fill out the form, save the form, and upload the form to the "response attachments" section.  If a signature is required you have to fill out the form, print the form, sign the form, scan the form, and upload the form to the "response attachments" section.
02/02/15	Pricing	The cell in the spreadsheet called "Total Markup To TIPS Member (%)" is your materials markup percentage.
02/02/15	Appropriate Category	TIPS reserves the right to move vendors from the General Services category to the Trades, Labor and Materials category, if appropriate.
02/05/15	Instructions Corrections	The last paragraph on page 9 of 10 reads, "Services shall include, but limited to:". It should read, "Services shall include, but NOT limited to:".

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Dallas
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	No
9	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes

12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
15	Start Time	Average start time after receipt of customer order is ____ working days?	5
16	Years Experience	Company years experience in this category?	15
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	
19	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.)	Pacific Environmental has been a leader in the environmental field, providing quality services to various public and private entities, property managers, building management, project managers, and consulting firms. Our time tested operating procedures are designed to deliver the best quality of services at the lowest possible cost.
20	Resellers:	Does the vendor have resellers that it will name under this contract? (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.	No
21	Primary Contact Name	Primary Contact Name	John Moala
22	Primary Contact Title	Primary Contact Title	Partner
23	Primary Contact Email	Primary Contact Email	john@pacific-environmental.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	(214)989-4044
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	(877)865-8203
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	
27	Secondary Contact Name	Secondary Contact Name	Jenna Rasmussen
28	Secondary Contact Title	Secondary Contact Title	Project Manager
29	Secondary Contact Email	Secondary Contact Email	jenna@pacific-environmental.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	(214)989-4044
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	(877)865-8203
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	2145514040
33	2% Contact Name	2% Contact Name	John Moala
34	2% Contact Email	2% Contact Email	john@pacific-environmental.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	(214)989-4044

36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	John Moala
38	Purchase Order Contact Email	Purchase Order Contact Email	john@pacific-environmental.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	(214)989-4044
40	Company Website	Company Website	www.pacific-environmental.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	46-5342599
42	Primary Address	Primary Address	2435 Southwell Rd. Ste. 3
43	Primary Address City	Primary Address City	Dallas
44	Primary Address State	Primary Address State	TX - Texas
45	Primary Address Zip	Primary Address Zip	75229
46	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.)	Asbestos Abatement, Lead Abatement, Mold Remediation, Hazardous Materials, Hazardous Waste
47	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes

**Provisions for purchase with federal funds for contracts exceeding \$100,000**  
**These forms are for non-construction contracts**

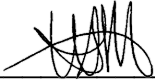
Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES  NO



3/12/15

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

W. John Moala

\_\_\_\_\_  
Printed Name of Authorized Company Official

Pacific Environmental Group, LLC.

\_\_\_\_\_  
Company Name

***Attach to this page a current W-9 form***

***Please complete the forms below***



# Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Pacific Environmental Group, LLC</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>P</b> <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	<b>4</b> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.) <b>2435 Southwell Rd. Ste. 3</b>	
	<b>6</b> City, state, and ZIP code <b>Dallas, Texas 75229</b>	
	<b>7</b> List account number(s) here (optional)	
<b>Requester's name and address (optional)</b>		

**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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
4	6		5	3	4	2	5	9	9

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <b>3/9/15</b>
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**General Instructions**

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

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**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? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Legal Compliance**

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES WJM Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 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.

The vendor complied with #1 through 4 above? YES WJM Initial of Authorized Company Official

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES WJM Initial of Authorized Company Official

***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.

Pacific Environmental Group, LLC.

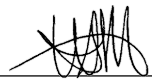
Name of Organization

2435 Southwell Road, Suite 3 Dallas, TX 75229

Address of Organization

W. John Moala / Partner

Name / Title of Submitting Official



Signature of Submitting Official

3/12/15

Signature Date

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES WJM Initial of Authorized Company Official

**Federal Rule (2) 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 Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member 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. TIPS Member 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. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES WJM Initial of Authorized Company Official

**Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES WJM Initial of Authorized Company Official

**Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES WJM Initial of Authorized Company Official

**Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES WJM Initial of Authorized Company Official

**Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES WJM Initial of Authorized Company Official

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES WJM Initial of Authorized Company Official

**Federal Rule (12) 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 Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member 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 agree? YES WJM Initial of Authorized Company Official

**Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES WJM Initial of Authorized Company Official

## FELONY CONVICTION NOTICE FORM

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

### FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

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

**VENDOR'S NAME:** Pacific Environmental Group, LLC

**AUTHORIZED COMPANY OFFICIAL'S NAME:** John Moala

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

**Signature of Company Official:** \_\_\_\_\_

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

**Signature of Company Official:**  \_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_  
(attach additional sheet if necessary)

Details of Conviction(s): \_\_\_\_\_  
(attach additional sheet if necessary)

**Signature of Company Official:** \_\_\_\_\_

## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Pacific Environmental Group, LLC.

Mailing Address: 2435 Southwell Road, Suite 3

City: Dallas


State: Texas

Zip: 75229

Telephone Number: 214-989-4044

Fax Number: 877-865-8203

Email Address: John@pacific-environmental.com

Authorized Signature: 

Printed Name: W. John Moala

Position: Partner

This contract is for a total TERM of one year. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende McMatt 4-23-15  
TIPS Authorized Signature Date

David Wayne Fitts 4-23-15  
Approved by Region VIII ESC Date



<b>References</b>
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**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
Richardson ISD	Richardson	Texas	Melanie Rhea	(469)593-0044
Arlington Baptist College	Arlington	Texas	David Ingram	(817)461-8741
Dallas Baptist University	Dallas	Texas	Jonathan Teat	(214)516-5349
Federal Medical Center Carswell	Fort Worth	Texas	John Ramos	(817)782-4025



## DALLAS/FORT WORTH MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

### **Pacific Environmental Group LLC**

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Dallas/Fort Worth Minority Supplier Development Council .

**\*\*NAICS Code(s): 562910**

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

January 9, 2015

DL24525

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*Issued Date*

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*Certificate Number*

January 30, 2016

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*Expiration Date*

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*President, DFWMSDC*

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



*An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)*



**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- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Dallas/Fort Worth Minority Supplier Development Council (D/FWMSDC), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to remain certified with the D/FWMSDC, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the D/FWMSDC 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 D/FWMSDC and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the D/FWMSDC, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance 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: **1465342599200**  
File/Vendor Number: **489746**  
Approval Date: **09-JAN-2015**  
Scheduled Expiration Date: **30-JAN-2016**

In accordance with the Memorandum of Agreement between the  
Dallas/Fort Worth Minority Supplier Development Council (D/FWMSDC)  
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

**PACIFIC ENVIRONMENTAL GROUP LLC**

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 23-JAN-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the D/FWMSDC's program, you must immediately (within 30 days of such changes) notify the D/FWMSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the D/FWMSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

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 and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.





# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

## PACIFIC ENVIRONMENTAL GROUP LLC

is certified to perform as a

### Asbestos Abatement Contractor

*in the State of Texas within the purview of Texas Occupations Code, chapter 1954, so long as this license is not suspended or revoked and is renewed according to the rules adopted by the Texas Board of Health.*

A handwritten signature in cursive script, appearing to read "David Lahey MD".

DAVID LAKEY, M.D.  
COMMISSIONER OF HEALTH

License Number: 801057

Control Number: 96082

Expiration Date: 5/18/2016

(Void After Expiration Date)

VOID IF ALTERED      NON-TRANSFERABLE





# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

*Be it known that*

## **PACIFIC ENVIRONMENTAL GROUP LLC**

is licensed to perform as a

### **Mold Remediation Company**

*in the State of Texas and is hereby governed by the rights, privileges, and responsibilities set forth in Title 25, Texas Administrative Code, Chapter 295, relating to Texas Mold Assessment and Remediation Rules, as long as this license is not suspended or revoked.*

A handwritten signature in dark ink, appearing to read "David Lakey MD".

David Lakey, M.D.  
Commissioner of Health

License Number: RCCO1200

Expiration Date: 5/28/2016

Control Number: 7088

(Void After Expiration Date)





# TEXAS DEPARTMENT OF STATE HEALTH SERVICES

*Be it known that*

## **PACIFIC ENVIRONMENTAL GROUP LLC**

*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.*

A handwritten signature in dark ink, appearing to read "David L. Lahey, M.D.".

David L. Lahey, M.D.  
Commissioner of Health

License Number: 2110608

Control Number 6650

Expiration Date: 9/23/2016

(Void After Expiration Date)

# United States Environmental Protection Agency

This is to certify that



Pacific Environmental Group, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

## In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires October 09, 2019

NAT-F147048-1

Certification #

September 25, 2014

Issued On

A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



# Pacific Environmental Group, LLC

General Contractor / Environmental Specialty Contractor

## CONTRACTOR QUALIFICATIONS STATEMENT

Pacific Environmental has been a leader in the environmental field, providing quality services to various public and private entities, property managers, building management, project managers, and consulting firms. Our time tested operating procedures are designed to deliver the best quality of services at the lowest possible cost.

The firms' owners, Jared Moala and John Moala, have successfully bid and executed contracts over the last 14 years on hundreds of projects for Bank of America (National Contract), Walgreens, City of Corsicana, TXDPS, TX National Guard, Parkland Hospital, Medical Center of Arlington, Hitchcock ISD, Arlington ISD, Richardson ISD, CB Richard Ellis, CVS, Comerica, the Federal Government, including an Army IDIQ and Air Force IDIQ, etc.

Pacific Environmental employs only the top personnel in the remediation field. With a combined personnel experience of over 60 years, Pacific Environmental is dedicated to keeping employees top notch with up-to-date training on industry regulations and practice, to include the latest technology and methods.

Pacific Environmental has the infrastructure in place to provide the Client with quality work and services, while adhering to the Client's calendar of operations and activities. Pacific will work around those timetables to provide whatever hazardous material abatement work is required and in agreement with the logistics of the project(s). Each contract is assigned a specific Project Manager with support from the Superintendent, Office Coordinator and General Manager in addition to the assigned Supervisor and field staff.

Pacific Environmental services each client and the many activities involved by using many of the core values Pacific Environmental is based, such as communication, preparedness and problem solving.

**Communication** - All aspects of any project undertaken by Pacific Environmental are communicated to everybody possibly involved. From primary project discussion through jobsite work to closeout, all parties are involved on Pacific Environmental communications. Pacific Environmental personnel are available 24/7/365 days a year, day or night to answer questions, updates, etc.

**Preparedness** - Pacific Environmental strives to stay ahead of the curve on environmental projects by being prepared prior to ever stepping foot on the jobsite. By completing all required paperwork, submittals, training, schedules, communications and any and all project management items, we try to make sure we have covered all the bases.

**Problem Solving** - Pacific Environmental understands that there are unique challenges that arise on projects. Pacific Environmental solves these challenges by thinking outside the box, and using the best solutions possible for the client.

2435 Southwell Rd, Ste. 3 Dallas, TX 75229

Office (214) 989-4044 Fax (877)865-8203

[info@pacific-environmental.com](mailto:info@pacific-environmental.com) / [pacific-environmental.com](http://pacific-environmental.com)



# Pacific Environmental Group, LLC

General Contractor / Environmental Specialty Contractor

## CURRENT PROJECTS

- *Bureau of Indian Affairs – Whiteriver, Arizona – Asbestos Abatement*
- *Paris Regional Medical Center – Asbestos Abatement*
- *Richardson ISD – Asbestos Abatement*
- *Goodfellow Air Force Base – Goodfellow, Texas – Demolition*
- *Mercedes Benz USA Parts Distribution – Industrial Cleaning*
- *Dallas Baptist University – Mold Remediation*
- *Esurance Insurance, Inc. – Asbestos Abatement*
- *Granite Properties – Asbestos Abatement*
- *Presto Products – Industrial Cleaning*
- *Rene's Lube and Tune – Asbestos Abatement*
- *Various Residences – Asbestos Abatement / Mold Remediation*

### 1. Environmental Services

- a. Asbestos abatement
- b. Lead abatement
  - i. Lead paint removal & stabilization
  - ii. Lead tile removal
- c. Mold abatement
  - i. Removal of mold impacted building material
  - ii. Cleaning of mold impacted building material
    - 1. Dry out and dehumidification
    - 2. Sand/scrape/encapsulate
  - iii. Restoration of mold/water damaged areas
- d. Animal waste abatement
  - i. Bird, bat, rodent
- e. Hazardous material abatement
  - i. Fluorescent bulbs & PCB containing ballasts
  - ii. HEPA cleaning of contaminated dusts

### 2. Demolition

- a. Soft Demo (interior demolition for tenant improvement (TI) and renovation)
  - i. Removal of all interior fixtures, finishes, partition walls, windows, doors down to bare shell.
  - ii. Concrete pads, floors & walkways

2435 Southwell Rd, Ste. 3 Dallas, TX 75229

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# Pacific Environmental Group, LLC

General Contractor / Environmental Specialty Contractor

## **ASBESTOS ABATEMENT**

When selecting an asbestos contractor, it is vitally important to choose a company that has an excellent track record of managing removal, encapsulation, enclosure and repair. We take every asbestos abatement project seriously, and will work with you to meet and/or exceed TDSHS, OSHA and EPA requirements. Pacific Environmental's safety program will ensure that all your worksite concerns are addressed. All employees undergo extensive training in accordance with TDSHS, OSHA, EPA, federal, state and local regulations.

- Abatement of friable asbestos, Abatement of Category 1 and Category 2 non-friable asbestos
- Asbestos encapsulation, enclosure and repair
- Site decontamination
- Demolition and removal of structures containing asbestos
- Emergency demolition of structures containing asbestos

## **MOLD ABATEMENT**

Mold is becoming commonplace words throughout the working world. What was once considered a minor mold problem could actually be a more pervasive issue, resulting in odors, stains, health problems, and litigation. These problems, generally caused by common molds such as stachybotrys, aspergillus, and penicillium can proliferate due to poor ventilation, improperly running mechanical systems, flooding, plumbing leaks, or roof failure. No matter what the culprit, Pacific Environmental can provide you with a variety of services for a long-term treatment solution.

## **LEAD/LEAD-BASED PAINT ABATEMENT**

All workers and supervisors are trained and certified for lead abatement and are registered with TDSHS. We work with a number of specific industries as well as residential clients to successfully remove lead and lead containing products from any building structure. A serious hazard that has gained considerable attention in recent years, lead (whether ingested or inhaled) can be stored in the blood, organs, or bones and can affect the brain and nervous system, the digestive system, the reproductive system, the kidneys, and the ability to make blood. Pacific Environmental has the expertise to remediate lead in any form. Abatement procedures include hand scraping, HEPA planning, chemical stripping, needle guns, sponge jet, and scarifying. The care in which these techniques are employed on architectural components such as doors, stair railings and windows sets us apart.

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## **HAZARDOUS MATERIALS / CLEAN UP SERVICES**

Pacific Environmental provides a full spectrum of response and cleanup services for all types of hazardous materials. Based on their nature, most hazardous issues are unplanned and anything but routine. Our skilled and certified staff has the ability to respond to the unexpected and provide you with both the services and support to see the project through to successful completion.

## **DEMOLITION**

Pacific Environmental's expertise in abatement procedures makes us uniquely qualified to tackle renovation demolition projects in highly sensitive areas. We work closely with the customer in order to coordinate schedules, safety procedures and customer satisfaction. If your project requires minimum impact on clients or tenants, Pacific Environmental gets it done the way you need it.

## **LICENSES AND CERTIFICATIONS**

Pacific Environmental maintains the following licenses and certifications:

- Texas Department of State Health Services (TDSHS) Licensed Asbestos Abatement Contractor – License # 80-1057
- TDSHS Licensed Asbestos Abatement Transporter – License # Pending
- TDSHS Licensed Mold Remediation Contractor - W. John Moala - License # MRC0264
- TDSHS Licensed Mold Remediation Company- License # RCO1200
- TDSHS Licensed Lead Abatement Firm - License # 2110608
- United States EPA Lead Certification #NAT-F147048-1

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## **MINORITY DESIGNATION**

Pacific Environmental is a minority owned business.

- Dallas Fort Worth Minority Supplier Development Council – DL24525
- NCTCRA – Application Pending

## **SAFETY RECORD**

Safety Program – Attached

- *Experience Modification Rate (EMR): .85*
- *Number of lost time accidents: Zero*
- *Number of recordable cases: Zero*
- *Fatalities: Zero*
- *Number of direct hire fixed hours worked (in round 1,000's): 20,000*
  - Current EMR - .85
  - OSHA 300 Recordable – Zero accidents or injuries

## **Principals**

Jared Moala

John Moala

Pacific Environmental Group, LLC

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Dallas, TX 75229

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## **Full time company employees**

15

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## Organization Chart - Prime

Role	Name	Responsibility
Partner	E. Jared Moala	Oversees all aspects of operations
Partner	W. John Moala	Oversees all aspects of operations
Director of Marketing & Business Development	Alfred Vaituulala	Provides strategic direction and high level planning
Chief of Construction & Engineering Services	Donald Dragoo	Oversees all operations
Superintendent	Scyler Hurd	Supervises and directs the project managers and supervisors
Project Manager	John Vi	Concentrates on a certain number of projects and oversees each aspect of it
Project Manager	Jenna Rasmussen	Concentrates on a certain number of projects and oversees each aspect of it
Project Supervisor	Marco A. Fernandez	Licensed by the state and covers all tasks related to asbestos abatement
Project Supervisor	Ruben Garcia	Licensed by the state and covers all tasks related to asbestos abatement
Project Coordinator Office Manager	Lisia Moala	Office support system for each project

### Supervisory Personnel

#### **John Moala**

Asbestos Abatement Supervisor – 15 years experience

Mold Remediation Contractor – 9 years experience

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## **Marco Fernandez**

Asbestos Abatement Supervisor – 20 years experience

Mold Remediation Contractor – 7 years experience

Lead Abatement Supervisor – 3 years experience

## **Edgar De La Sancha**

Asbestos Abatement Supervisor – 10 years experience

## **Number of Laborers (Non-Union)**

50

## **Supervisory Ratio**

1:8

## **CAPABILITIES - In House**

Asbestos Abatement

Mold and Microbial Remediation

Lead Abatement

General Construction

Nationwide Disaster Response Support

IAQ Services

Soil Remediation

Tile

Demolition

## **Pacific Environmental Group, LLC (Contractor) certifies:**

Contractor agrees that services covered by this contract shall be performed by qualified, responsible, trained employees, in the strictest conformity with the best practices and standards as may be prescribed by the Client, industry standards, and/or manufacturer's recommendations throughout the duration of this contract. The Client and contractor agree that the conduct of service personnel is to be guided by a set of rules mutually agreed upon and any special instructions deemed applicable by the Client. It shall be agreed that service personnel's personal grooming habits will be subject to standards set by the Client. All service personnel will be

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required to communicate well, both verbally and in writing, project a professional image in their duties and deal with all people in a courteous and positive manner. All service personnel must wear Photo ID cards while on Client property.

Full background checks are performed on each employee and laborer.

## Past Performance of current Owners

Project Title and Contract Number	Dugway Proving Ground US Army Asbestos Abatement IDIQ W911S609D0004
Address	2435 Southwell Rd. Ste. 3 Dallas, TX 75229
Current Phone Number	214-631-4100
Owner's Rep and Phone Number	Fred Schafer 435-831-3471
Project description	Asbestos Abatement/Mold Remediation/Construction
Contract period	5 years
Description of work done directly by offeror	Asbestos Abatement Construction
Original construction award amount	\$247,000.00
Actual amount	\$571,000.00

Project Title and Contract Number	Corpus Christi Army Depot Asbestos Abatement and Demo W912NW12V0046
Address	2435 Southwell Rd. Ste. 3 Dallas, TX 75229
Current Phone Number	214-631-4100
Owner's Rep and Phone Number	Roger Ceballos 361-961-2748
Project description	Asbestos Abatement
Contract period	2 months
Description of work done directly by offeror	Asbestos Abatement
Original construction award amount	\$88,000.00

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Project Title and Contract Number	Dyess Air Force Base Asbestos Abatement / Flooring IDIQ FA4661-11-D-0008
Address	2435 Southwell Rd. Ste. 3 Dallas, TX 75229
Current Phone Number	214-631-4100
Owner's Rep and Phone Number	SSgt Nicholas T Fyffe, 325-696-1072
Project description	Asbestos Abatement / Flooring
Contract period	3 years
Description of work done directly by offeror	Asbestos Abatement / Flooring
Original construction award amount	\$2,450,000.00

## **Regulatory Compliance History**

Pacific Environmental has never received warnings, citations, penalties, damages, shutdowns, claims, proceedings, or the like.

## **Insurance**

Pacific Environmental maintains insurance requirements including a \$5,000,000.00 Umbrella and Fidelity Bond.

## **Bonding**

Pacific Environmental is bonded up to \$2M.

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