

TIPS VENDOR AGREEMENT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RCSP 170303 HVAC (JOC)

General Information

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

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

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

Definitions

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member 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.

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" or "\$0" or other similar indication.

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.)

Agreements

All Agreements 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.

Agreements 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 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 Agreements

No assignment of Agreement 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 Agreement.
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 Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

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

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause 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 or executed Agreement 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 ordered products within a commercially reasonable time 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.

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 agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

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 according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

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

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

1. **Indemnity for Personality Agreements.** 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 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, 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 Agreements.** 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 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. 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, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement 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 Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage 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 Agreement 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 Agreement 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 48 hours of receipt of order.

Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Agreement

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. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement 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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement 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 Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement 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 pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". 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 Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS Agreement 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the 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 Agreement 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 Agreement. 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 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 and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds 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 or Agreement.

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 and/or an Agreement 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 Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

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

Scheduling of Projects

Scheduling of projects (if applicable) 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.

Incorporation of Solicitation

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

Special Terms and Conditions

It is the intent of TIPS to Agreement 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.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements 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 Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through 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.
 - **Daily Order Confirmation:** All Agreement 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 1st 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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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RCSP 170303 HVAC (JOC)

Company Name Star Service, Inc.

Address 7425 Major Street

City Houston State TX Zip 77061

Phone 281-481-0700 Fax 281-481-8650

Email of Authorized Representative dking@star-service.com

Name of Authorized Representative Dennis King

Title General Manager

Signature of Authorized Representative 

Date 4/27/17

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/26/2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North	Address	
Email	david.mabe@tips-usa.com		Pittsburg, TX 75686	Contact	
Phone	+1 (903) 243-4759	Contact	David Mabe, TIPS Vice-President of Construction	Department	
Fax	+1 (866) 749-6674			Building	
Bid Number	170303 Addendum 2			Floor/Room	
Title	HVAC (JOC)	Department		Telephone	
Bid Type	RFP	Building		Fax	
Issue Date	3/2/2017 08:05 AM (CT)			Email	
Close Date	4/28/2017 03:00:00 PM (CT)	Floor/Room			
		Telephone	+1 (866) 839-8477		
		Fax	+1 (866) 839-8472		
		Email	bids@tips-usa.com		

Supplier Information

Company	Star Service, Inc.
Address	7425 Major St. Houston, TX 77061
Contact	Robb Robinson
Department	
Building	
Floor/Room	
Telephone	(281) 330-2977
Fax	(281) 481-8650
Email	rrobinson@star-service.com
Submitted	4/28/2017 09:37:10 AM (CT)
Total	\$0.00

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

Signature Dennis King

Email dking@star-service.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

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.	No
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.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	TX, LA, MS, ALA

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.)

Star Service, Inc. has demonstrated its ability to deliver the labor, material and equipment resources necessary to safely and efficiently perform pro-active repairs and predictive maintenance services as well as emergency services, engineering and project/construction projects. In addition to Maintenance and Emergency Services, Star Service, Inc. provides preventive maintenance, repair services, engineering services and installation and design/build services to over 50 industrial customers between the Mississippi River Corridor and Houston Ship Channel. At Star Service we provide our customers with the region's most Comprehensive HVAC Maintenance Services available along with a level of accountability that is completely unique. Star Service has been in the HVAC industry since 1952 and began specializing in the HVAC maintenance field in the mid 1980's. We have used an innovative approach that has become the most successful cost reducing program in the industrial, commercial, and municipal markets. Star has also applied this approach to numerous Public and Private school systems with the same successful results. In these cases, Star Service is responsible for all Preventive & Predictive maintenance, repairs, and emergency calls for 100's of schools in the Southeast region of the U.S. There are many factors that are attributed to our success however; our ability to organize and complete mass quantities of preventive maintenance task on a preplanned schedule is the fundamental core our company is founded upon. As a part of our services with school districts and Municipalities, we have changed out numerous types of HVAC equipment varying from Roof Top Package Units to Chilled water Chillers. Our work with school districts and Municipalities is focused in Texas, Louisiana, Mississippi, and Alabama. We also service numerous private and charter schools, Commercial Buildings, and Industrial plants as well. All of the campuses covered by Star Service enjoy complete and comprehensive facility solutions including various projects, which include the replacement of equipment, HVAC controls solutions, and Energy reduction solutions (including Carbon footprint

reductions). Star is product independent and has access to a wide variety of equipment manufacturers. We work with all types of system configurations & designs and maintain, repair, and manage all brands and types of equipment: • Chillers (Manufacturers – Trane, Carrier, York, Frick, McQuay, etc.) Types – Absorption, Recip, Screw, Centrifugal, etc. • Package units • Split systems • Water source Heat Pumps • Window units • Cooling Towers • Boilers • Air Handlers • Fan Coil Units • Pumps • Automated Systems

6	Primary Contact Name	Primary Contact Name	Robb Robinson
7	Primary Contact Title	Primary Contact Title	Executive Account Manager
8	Primary Contact Email	Primary Contact Email	rrobinson@star-service.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2814810700
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2814818650
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2813302977
12	Secondary Contact Name	Secondary Contact Name	Jay De La Houssaye
13	Secondary Contact Title	Secondary Contact Title	V.P. of Resources
14	Secondary Contact Email	Secondary Contact Email	jdelahoussaye@starservice.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2814810700
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2814818650
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5043829307
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jose Muniz
19	Admin Fee Contact Email	Admin Fee Contact Email	jmuniz@star-service.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2814810700
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Norma Andrews
22	Purchase Order Contact Email	Purchase Order Contact Email	nandrews@star-service.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2814810700
24	Company Website	Company Website (Format - www.company.com)	www.star-service.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	52-2033073

26	Primary Address	Primary Address	7425 Major St
27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	77061
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.)	HVAC Maintenance, Repairs, & Installation; Control Systems, Energy Management, Chillers, pumps, Package Units, Split Systems, Refrigeration Systems, VAV Boxes, VFDs, Air Handlers, Walk-in Coolers, Ice Machines
31	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)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Pricing Information:	Pricing information section. (Questions 36 - 38)	(No Response Required)
36	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
38	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
39	Years Experience	Company years experience in this category?	65
40	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
41	Estimating Requirements	Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question.	RS Means Online
42	Other Estimating Software	Please list the program name, website address and phone number of the requested estimating software.	
43	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes

- 44 NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies (No Response Required) 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.
- 45 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ 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, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- 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>
- Do you have any conflicts under this statutory requirement?
- 46 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?

47 Certification Regarding Lobbying

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

If you certify the three (3) certification of lobbying statements above, answer YES to this question and move to the next question. No action is needed.
If the answer to this question is NO, and you can not certify the three (3) statements above, please download the Certification Regarding Lobbying form, fill out the form, sign the form, scan the form and upload to the Certification Regarding Lobbying section on the "Response Attachments" tab.
You may find the Blank Certification Regarding Lobbying 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/CRL.pdf>

48 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

49 Regulatory Standing

Regulatory Standing explanation of no answer.

50 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form 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.

52 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 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 submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

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

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

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

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

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

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 54 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- 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 is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules 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.
- 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.
- 55 2 CFR PART 200 (A) Contracts Yes
- 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 Federal Rule (A) 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?
- 56 2 CFR PART 200 (B) Termination Yes
- 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 (B) 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?

57	2 CFR PART 200 (G) Clean Air Act	<p>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).</p> <p>Pursuant to Federal Rule (G) 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 the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 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.</p> <p>Pursuant to Federal Rule (H) 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 of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
59	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>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.</p> <p>Pursuant to Federal Rule (I) 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 after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

60	2 CFR PART 200 Federal Rule (12)	<p>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)</p> <p>Pursuant to Federal Rule (12) 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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
61	2 CFR PART 200 Procurement of Recovered Materials	<p>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</p> <p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

62 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

63 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 must 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

64 Remedies Explanation of No Answer

65	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards 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.</p> <p>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?</p>	Yes
66	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>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?</p>	Yes
67	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68	Alternative Dispute Resolution Explanation of No Answer		
69	Infringement(s)	<p>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 in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

70 Infringement(s) Explanation of No Answer

71 Acts or Omissions

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

Yes, I Agree

72 Acts or Omissions Explanation of No Answer

73 Contract Governance

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

Yes

74 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

75 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

(No Response Required)

76 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

Some

77 Solicitation Deviation/Compliance

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

Yes

- 78 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 79 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 80 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Fort Bend ISD	David Moore	David.Moore@fortbendisd.com	281-634-5562
Barbers Hill ISD	Curtis Ellis	cellis@bhisd.net	281-917-9749
City of Houston	Berkley Bolden	berkley.bolden@houstontx.gv	832-276-2942
Huffman ISD	Doug Wade	dwade@huffmanisd.net	281-704-8029



Star Service Inc.

TIPS – HVAC (JOC) – RFP 170303

April 27, 2017

Star Service Inc.

7425 Major Street
Houston, Texas 77061

A Custom Proposal For:



STAR SERVICE's – Capabilities & Experience

**REQUEST FOR PROPOSAL FOR:
HVAC (JOC)**

BID# 170303



Star Service – The Company Profile

Star Service, Inc. has been providing mechanical maintenance services since 1952. For over sixty (60) years, Star Service has demonstrated its ability to deliver the labor, material and equipment resources necessary to safely and efficiently perform pro-active repairs and predictive maintenance services as well as emergency services, engineering and project/construction projects.

The Company is also an ABM Industries Franchisee. We have 140 mechanical service contractors belonging to the LINC Service franchise (an AMB Company). This allows Star Service to have the backing of a superior national support structure for technicians and supervisors. AMB is a 100 year old, \$3.5 billion Facility Management Company.



Star Service office & warehouse located next to Hobby Airport

In The K-12 Public Schools Market

Fourteen years ago, Star Service pioneered Full Coverage, Fixed Cost HVAC Maintenance agreements for the K-12 Public School market. Since then, Star has never lost a single Public School customer.

Currently, we are providing HVAC support services for Fort Bend ISD, Dayton ISD, and Huffman ISD.

We believe we have more Schools under Full Coverage, Fixed Cost agreements in the mid-south than any other company in the United States. They include:

- Jefferson Parish Public Schools 17 years
- East Baton Rouge Public Schools 13 years
- St Bernard Parish Public Schools 14 years
- Plaquemines Parish Public Schools 10 years
- Hinds County Public Schools 7 years
- New Orleans Charter Schools 12 years
- West Baton Rouge Schools 7 years



Please see the video case studies of Jefferson Parish Schools and West Baton Rouge Parish Schools (Port Allen High) on our website at www.star-service.com and the case study provided herein.



Over the past 16 years Star has worked hard to understand the needs of the K-12 market. In total we provide Full Coverage, Fixed Cost HVAC to over 100 public schools. We design our services to:

- Provide a reliable, comfortable and safe learning environment.
- Minimize disruption to the learning environment.
- Allow Teachers, Administrators and Board Members to focus more on teaching and learning by eliminating engineering, construction and maintenance issues. One call and we resolve the issue.

It is proven by research that Student's outcomes are higher when their physical learning environment is quiet, comfortable, and well illuminated. Effective learning environments can be directly attributed to proper maintenance of the HVAC equipment serving the classroom areas. The result is higher test scores, increased average daily attendance, lower operating and maintenance costs, as well improved teacher satisfaction and retention. Star Service has provided Full Coverage, Fixed Cost HVAC Maintenance for Jefferson Parish Schools for 14 years. The average age of the equipment is over 20 years old and the equipment is in very good condition. Reliability has dramatically improved.



Additionally, Star Service provides Customized Preventive Maintenance Services & Support to several School Districts which include ‘Chiller Only’ maintenance programs (Centrifugal, Screw, Reciprocating, water & air cooled), Unit upgrades & change outs, & manpower support. Star currently has a contract agreement for these types of services with the following Texas School Districts:

- Fort Bend Independent School District 5 years
- Huffman Independent School District 4 years
- Barbers Hill Independent School District 2 year
- Liberty Independent School District 2 year
- Alvin Independent School District 2 year

In The Commercial Market

Star Service has been providing installation and maintenance services for HVAC equipment since the early 1950’s when it started to become widely available after World War II. Star began offering Full Coverage, Fixed Cost HVAC maintenance agreements over 25 years ago.

We provide Full Coverage, Fixed Cost contracts to a wide variety of commercial customers including restaurants, hotels, office buildings, healthcare facilities and several Municipalities. Entergy, one of the country’s largest utility companies, has had Star under contract for 14 years and we provide Full Coverage, Fixed Cost maintenance for all the HVAC equipment in every business and service center in 3 states (approximately 250 buildings). We also maintain the HVAC in their Waterford and Riverbend Nuclear plants and most of their fossil fuel plants. Please see the attached reference from Rene Conley, Executive Vice President of Entergy.



The following is a partial list of Commercial Customers under Full Coverage, Fixed Cost HVAC Maintenance Agreement:

City of Houston, TX	- All Comfort Systems for Adaptive Center	3 year
Entergy Critical Sites, TX	- Houston Area Critical Facilities	4 year
Metro Transit Houston, TX	- All B.O.F. HVAC systems	3 year
City of Humble, TX	- Chiller System at City Hall	1 year
Entergy, LA, MS, ALA	- All Comfort HVAC systems for 250 Bldgs.	17 years
City of Baton Rouge, La.	- All Critical and Comfort for EOC Center	7 years
City of Baker, La.	- All Comfort Systems for the City	7 years
City of Opelousas, La.	- All Comfort Systems for the City	6 years
City of Port Allen, La.	- All Comfort Systems for City Hall	6 years



In The Petrochemical Industry Market

Star Service is also the leader in providing Full Coverage, Fixed Cost maintenance in the Petrochemical industry throughout the Houston Ship Channel and the Mississippi River corridor. The environments in these plants are some of the most challenging in the HVAC industry. Equipment is operated in some of the hottest, most humid conditions in the country, 24/7 at full load and often in areas that could contain explosive gases. Downtime can cost plants hundreds of thousands of dollars an hour. The maintenance environment can be stressful, noisy, hot and humid. Star’s maintains an outstanding safety record, high uptime on equipment and excellent response and repair times.



We are also responsible for the design, installation and maintenance of complex, specialty, HVAC systems for rooms that protect personnel and equipment from hazardous environments. In addition Star Service maintains all brands of Process Cooling Chillers (from 100 to 4,000 tons), automation and control systems (including specialty controls for systems such as Phoenix Fume Hoods) and filter media from pleated filters to filter banks containing different medias such as charcoal or potassium permanganate used to remove corrosive and explosive gases.

Star has shown Plant Managers there is no substitute for good preventive maintenance and total accountability. It is our job to prevent unexpected failures and maximize the life expectancy of HVAC equipment. We stand behind our ability to perform and we currently provide Full Coverage, Fixed Price HVAC Maintenance plant-wide for the following customers:

Ascend Performance Materials	- Process and Comfort HVAC.	9 years
Air Products – Baytown, TX	- Process and Comfort HVAC.	9 years
Air Products – Corpus, TX	- Process and Comfort HVAC.	9 years
Air Products – Houston, TX	- Process and Comfort HVAC.	9 years
Air Products – LaPorte, TX	- Process and Comfort HVAC.	9 years
Air Products – Pasadena, TX	- Process and Comfort HVAC.	9 years
Air Products – Port Arthur, TX	- Process and Comfort HVAC.	9 years
Chevron – Cedar Bayou, TX	- Process and Comfort HVAC.	10 years
Chevron – Pasadena, TX	- Process and Comfort HVAC.	10 years
Chevron – Port Arthur, TX	- Process and Comfort HVAC.	10 years
Valero – Houston, TX	- Process and Comfort HVAC.	9 years
Valero – Port Arthur, TX	- Process and Comfort HVAC.	7 years
Valero – Three Rivers, TX	- Process and Comfort HVAC.	6 years



Summary

Star Service, Inc. has been providing mechanical maintenance services since 1952. For over sixty (60) years, Star Service has demonstrated its ability to deliver the labor, material and equipment resources necessary to safely and efficiently perform pro-active repairs and predictive maintenance services as well as emergency services, engineering and project/construction projects.

In addition to Maintenance and Emergency Services, Star Service provides preventive maintenance, repair services, engineering services and installation and design/build services to several School Districts and over 50 industrial customers between the Mississippi River Corridor and Houston Ship Channel.

Our Technicians have an excellent support structure and are well trained. We provide excellent pay and benefits to our employees and have an outstanding employee retention rate. Our technicians are trained to operate safely and efficiently and are highly motivated to do the job right while adhering to highly ethical standards. All technicians have fully stocked trucks with quality tools, and supplies. They have 24/7 access to warehouse and supply shop supervisors, and quality technical supervisor and management support.



Our Core Business is Full Coverage, Fixed Cost, HVAC Maintenance Contracts

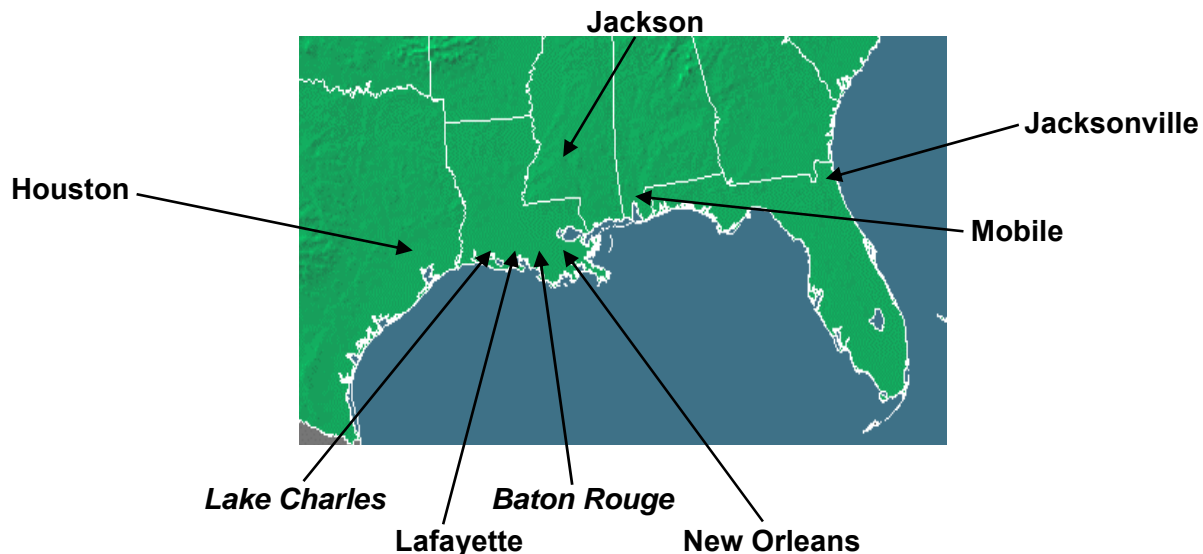


Star has over 250 HVAC Technicians from Texas to Florida, over 1,000 maintenance contracts in place (of which more than 900 are Full Coverage, Fixed Cost Contracts), over 200,000 tons of HVAC equipment under contract and proven results with a 98% Customer Retention Rate.

ASSET & OPERATIONS INTEGRITY

Star Service, Inc. assesses the reliability and integrity issues that have the potential to cause HSE problems during work activities. These include issues that could result in loss of containment, injury or fire. Star Service will consider and incorporate a HSE assessment including mechanical instrumentation, electrical system(s) and documentation. In addition, the following activities will be included: pre-start up review, structural integrity, safe work practices, operating procedures, and mechanical procedures.

Growth & Expansion, While Maintaining Customer Satisfaction



Star Service has expanded throughout the Gulf Coast, from Houston, Texas to the Florida Panhandle.

Key Indicators

Annual Retention Rate of Contract Customers: 98%

Annual Growth Rate, HVAC PM Contracts: Over 10%

Number of HVAC PM Contracts: Over 1000

Total Number of HVAC Mechanics: 250



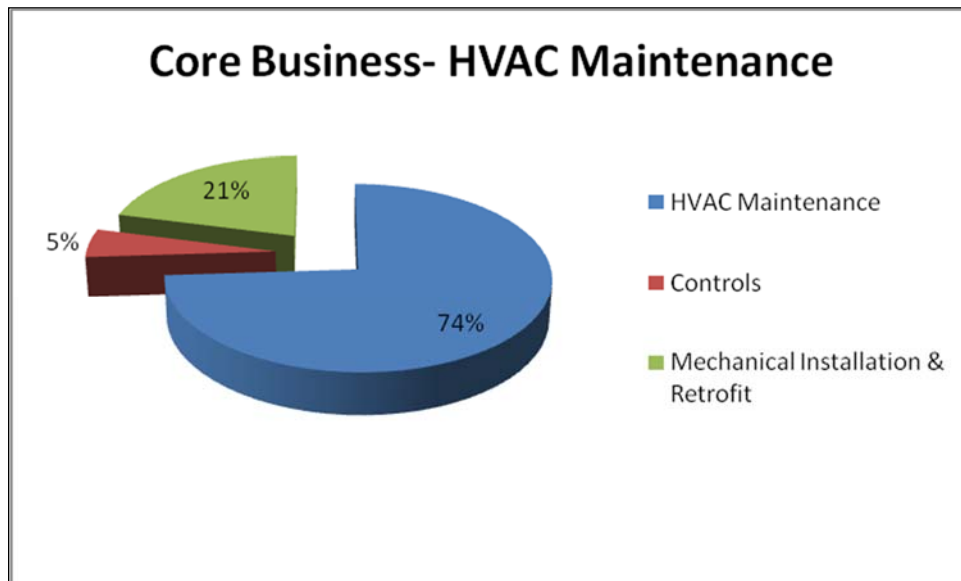
Star Service was the first company that introduced the fixed-cost contract to the local market. With over \$34,000,000 in mechanical maintenance contracts, Star Service has more market share of fixed-cost contracts than all of its competitors combined.

Financial Strength and Stability

We have a \$60,000,000 aggregate bonding capacity and the financial strength and stability to provide our customers with peace of mind knowing we will be there when they need us and will do what we say we will do. Bonding companies never write a bond they believe carries much risk. They thoroughly analyze a company’s financials, structure, experience, management expertise, depth of management and other key factors relating to the risk of successfully completing a job. Although not required on this project it is an example of the stability and competency of the company. If a \$600,000 - 600 ton chiller experiences a catastrophic failure on one of our ‘Fixed Cost’ contracts, and cannot be repaired, we will replace it at no additional charge.

Core Business

The following depicts the segments that make up Star’s business.



The HVAC Maintenance Business Model requires a different type of culture and business system. Star Service remains the largest provider of fixed cost, mechanical maintenance services in the Gulf South.



Capability for Performing HVAC Maintenance Contracts

Star Service is uniquely the most qualified contractor for this type of service in this area of the country. Listed below, not only specifies how the company is most uniquely structured and capable, but also the key indicators that confirm the company's success in the servicing of Maintenance Contracts.

Service Company Infrastructure - Most contractors in the mechanical contracting industry are installation contractors. Different training and resources are required when providing *service*. A shift from performing work at the least amount of cost outlay is typically the primary objective for a contractor, instead of *a discipline to invest in the job for long-term* benefits as required for a service contractor. Replacing components before they fail and replacing equipment before it is problematic is critical to the success of a service company. Additionally, manufacturers are focused on selling and installing product and have difficulty in seeing the need for proper preventive maintenance when their business model requires the selling of new equipment. Star's sole focus is Service and is structured accordingly.

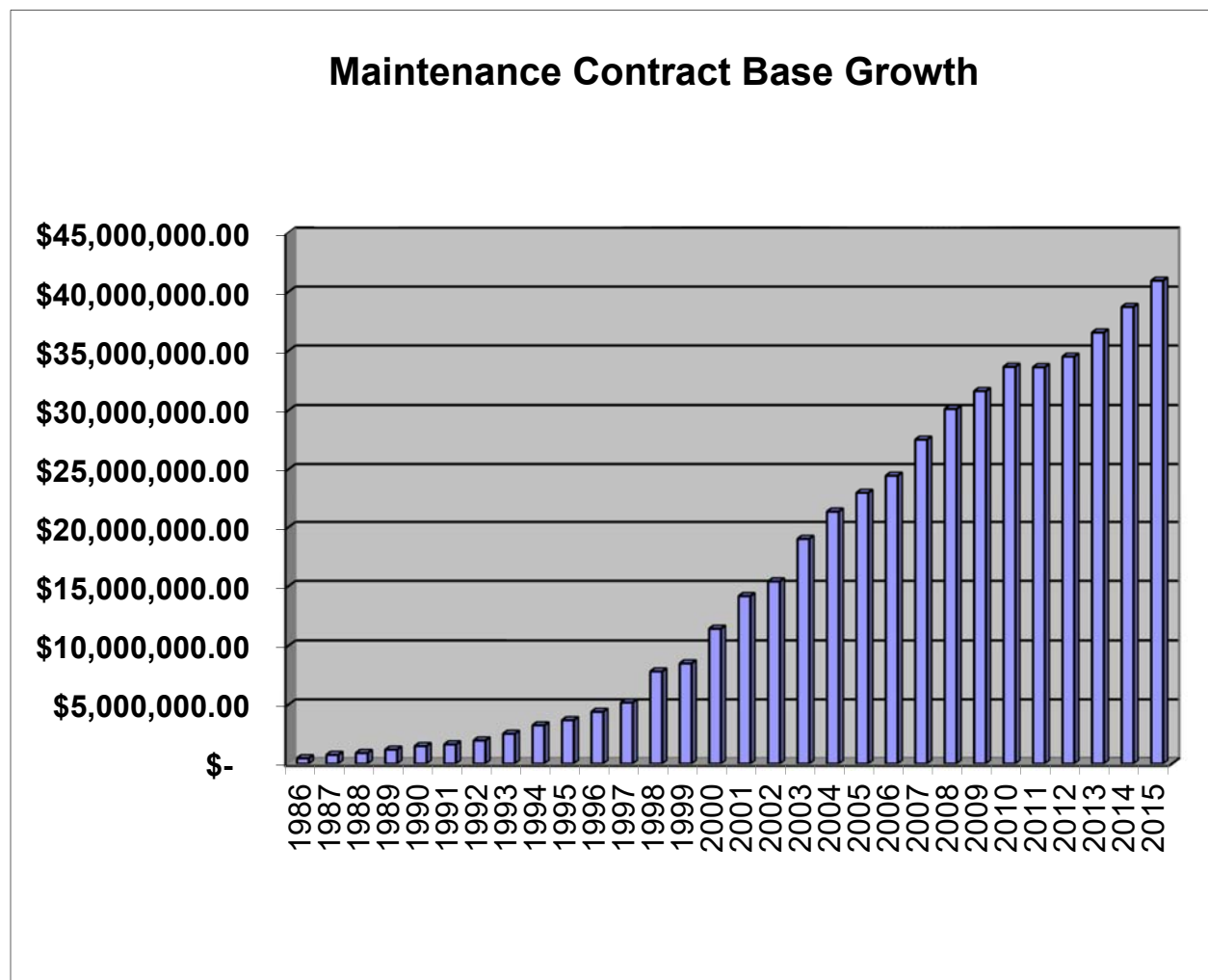
Well Defined Service Process - Star Service has a well-defined process that insures consistent delivery, repairs and if needed, replacements. With over 250 technicians company wide (50 technicians locally) and over 1000 Guaranteed Service Contracts in force, the owners would be at risk and customer satisfaction would not be favorable if systematic processes were not in place. *A number of checkpoints throughout the process identify variance from the process early*, rather than later. Accountability is clearly tied to each and every job. Star Service maintains a 98% customer retention rate, which includes some of the most stringent and harshest environments in the market place.

Industrial Standards - 48% of Star's business is comprised of industrial customers in 52 plants along the Gulf Coast. While this is a more difficult market to remain compliant, it adds value to Commercial customers. Random drug testing is required of all personnel, which greatly reduces absenteeism, customer complaints, poor performance of workers and overall judgment among the work force. *Safety training and other technical training are an on-going investment and requirement among the work force. Clear communications and following the required protocol within the customers' organizations is critical.* Reporting requirements by the customers have made Star more capable of tracking and reporting key indicators for its customers.

Recurring Revenue Stream - Since Star Service has transitioned into the service business in the early 80's, the company is well situated to properly fund the business. This includes paying its technicians slightly above the local pay scale to retain employees, long term. *The ability to replace equipment when needed, properly match the work load with the required manpower, investing in training, and recruiting the best employees in the industry has been key to Star's growth and success.*



Private Corporation - One of the great advantages Star has is the private ownership and not being publicly traded on Wall Street. This allows the owners to not only retain the earnings and reinvest in the customers’ equipment, but also they are not driven by short term profitability from quarter to quarter as publically traded companies are often pressured to operate. The owners and managers of the company can focus on delivering results to the customer and meeting the needs of its employees. ***Local control and ownership have been essential to the capability of Star Service delivering consistent service.***



This growth in the **preventive maintenance business** is attributable to the following:

Retention of existing customers - Star Service has maintained a **98% retention rate** of its existing customer base. This is due to customer satisfaction and the economic value that the customers experience.



Growth in new business - The pricing software used by Star accurately estimates *the proper cost* that must be invested in the job and at a rate that is cost-justified in the market place. Healthy growth could not occur if the pricing were inflated and customers could not cost justify the cost associated with transferring this risk. The company's growth has averaged over 10% per year for the last 25 years.

Attracting and retaining the best employees - Star Service has experienced very minimal employee turn-over and has continued to add to its labor force. This attracts the best and brightest talent in the area. Star Service is recognized as a preferred place to work by those in the industry.

Use of a proven delivery system - The service delivery system Star utilizes is very methodical and efficient. The system was developed by **Linc Service®**, a Franchise for mechanical contractors. Star Service is the **ABM Service®** Franchisee for the Gulf Coast Area and has been since 1984.

Investing in avoidance (Proactive Ratio 4:1) - Star Service *recognizes potential problems and proactively suggest recommendations to change parts* associated with the HVAC systems to prevent emergency failures. **Four proactive, planned repairs are made to one reactive repair.** This approach pays considerable dividends for both the customer and Star in the long term.

Maintenance agreement start-up competencies - Due to the large number of start-ups for new maintenance agreements, **the process and procedures for properly re-commissioning the building as per the original design has been perfected by Star.** This requires a thorough understanding of the original design and engineering, the existing deficiencies or changes that have accumulated over time. A considerable investment of time and money is required. The initial cleaning and calibration that follows is critical. In many cases, systems have to be disassembled in order to properly access and clean. Restoring equipment to like-new condition is Star's standard procedure when executing the work for new agreements.

Engineering and Design - Star Service has engineers on staff and can provide our customers with Engineering and Design services from the smallest improvement to a full service Design Build application requiring full specifications and stamped drawings. In many situations our customers have structural and mechanical issues that can be resolved in minimal time without costly delays, and job shutdowns. Our Engineering services can provide Control Design, HVAC Design, Lab Safety System, and are able to provide the latest in Green Design.

Technical Standards - We provide the opportunity for excellent on-the-job training as well as courses offered by equipment manufacturers. An example of some recent training provided to our mechanics includes:

- Carrier Classes: Reciprocating, Centrifugal & Absorber Chillers
- York Classes: Centrifugal & Absorption Chillers
- Trane Absorption Chiller training
- Aqua Snap Chiller Training
- Comfort link Chiller Training
- Reciprocating & Scroll compressor troubleshooting & training



- 06E & 06D lube system troubleshooting & training
- 06E & 06D compressor loading & unloading troubleshooting
- Basic Direct Expansion (DX) & Split System troubleshooting & Service
- Electrical training and unit sequencing
- Electrical troubleshooting
- Troubleshooting by wiring diagram
- Phoenix Training-Distributor
- Vilter Training-Distributor
- Bitzer Training-Manufacturer
- ASI Training-Distributor
- Explosion proofing
- Bellzona coating & training
- Charging & diagnostic refrigeration

SENIOR MANAGEMENT

- **Robert Work**, 1/3 Owner and President of Star Service, Inc. Houston and New Orleans, Bachelor of Science Mechanical Engineering, Marquette University. Texas Air Conditioning/Refrigeration Contractor License – (TACLA00021945C) - 32 years mechanical service industry experience (Star Service, Inc., Siemens, Honeywell), 14 years with Star Service, Inc.
- **Mike Miller**, 1/3 Owner Star Service, Inc. Houston and New Orleans, President & 50% owner of Star Service, Inc. Baton Rouge, Louisiana State University 35 years mechanical service industry experience, 35 years with Star Service, Inc.
- **Robert Miller**, 1/3 Owner Star Service, Inc. Houston and New Orleans, Vice President & 50% owner of Star Service, Inc. Baton Rouge, Louisiana State University, 29 years mechanical service industry experience, 29 years with Star Service, Inc.
- **Dennis King**, General Manager Star Service, Inc. Houston, 36 years mechanical service industry experience (Johnson Controls, Siemens, Trane, Star Service, Inc.).
- **Brian Keating**, VP of Operations Houston and New Orleans, 30 years mechanical service industry experience (Trane, Star Service, Inc.), 8 years with Star Service, Inc.
- **Dan Champagne**, Safety Manager, 43 years' experience in the petro-chemical and offshore industry. CSST certification, with core competencies in OSHA Rules and Regulations, Safety Management, Incident Investigation, NSC OSHA record keeping, NSC OSHA Electrical Safety
- **Robert Holloman**, Customer Relations / Quality Control Account Manager, 32 years mechanical service industry experience (Trane, Johnson Controls, Siemens, Star Service, Inc.), 2 years with Star Service, Inc.
- **Bruce Allen** – Controls Service Manager, 30 years' experience
- **Robb Robinson**, Executive Account Manager, 9 years operational management (Halliburton), 5 years mechanical service industry experience (Star Service, Inc.).



FIELD TECHNICIAN EXPERIENCE

Star Service Inc, employs some of the best technicians in the area. Our average experience is **17** years and the average age of our technicians is **39.5** years old. Our technicians have a diversified training and experience back ground. Working in the plant environment and process field requires our technician to be capable of servicing any type and make of equipment manufactured.

Our technicians are experienced in many types of refrigerant including Ammonia, Propane, 134, 123, 407, R23, Ethane, Propylene, and Cascade systems. They have years of experience and have been trained at several of the major manufactures of HVAC equipment such as FES, Carrier, Trane, York, and McQuay. In addition they have been involved in the assembly of process skid units that Star Service, Inc. has designed and manufactured.

All of our technicians are required to carry an EPA License, TWIC Card, and a State of Texas A/C and Refrigeration License. Star Service services a wide range of equipment including Energy Control Systems, Building Pressurization Systems, Lab Hood Safety Systems, Chiller of all makes and models, Unitary Equipment, Pumps, Motors, Air Handlers, Cooling Towers, Control Valves, and can service all control systems. Our technicians are selected according to their specific background and experience level. In addition Star Service has several specific training schools that are available to our technicians for advanced systems such as controls design and programming.

Star Service is a dealer for several OEM manufactures including Vilter Compressor, Bitzer Compressor, ASI Control Systems, Phoenix Lab Hoods and Controls.

Star Service currently has PE Engineers on staff which allows us to design, develop, and stamp drawings without the added time and cost of subcontracting design issues.

A complete list of our technicians showing their experience and certifications are included in the 'Other Response Attachments'.

Awareness, Training, Competency, & Safety Training

New employees are required to attend the New Employee Indoctrination. At this time, these new employees are introduced to our general safety and health program including basic safety rules. Our expectations for a safe and healthy work environment are explained and the employee's role in this task is identified.

Each employee receives as a part of this process, a safety handbook outlining these requirements. The book is designed such that the employee can keep it in their possession at all times. The second portion of the Indoctrination process deals strictly with our Hazard Communication program. A written test covering this section is issued upon completion.



Once onsite, additional site training is provided. At this time, employees obtain pertinent information relating to the actual work activity, as well as information relating to specific site requirements and expectations. Written exams covering each section are administered.

In addition to employee training, a Behavior Based Accident Prevention Program has been established and used with great success. Training is documented by completing a training roster that includes each employee's name, Star Service, Inc. employee number, and the date. Star Service responsibilities regarding health and safety training includes, but is not limited to, the following:

- Permitting only qualified employees to operate equipment and machinery.
- Instructing employees in the recognition, mitigation or control of unsafe conditions and the regulations applicable to their work environment to control or eliminate any hazards or other exposures to illness or injury.
- Providing proper safe handling instructions to employees required to work around, handle, or use poisons, caustics, or other harmful substances.
- Providing instructions to employees in the notification process of all accident, injury, damaged property, and injury free incidents that occur on the jobsite, and proper documentation.
- Providing instructions to employees required to enter a confined or enclosed space regarding the nature of the hazards involved, the necessary precautions to be taken, and use of protective and emergency equipment required.

OSHA regulations mandate that training on certain subjects be provided to employees prior to exposure at a jobsite and again on an annual basis or when changing conditions warrant. Star Service, Inc. HSE Training Manual is used as the basis for this training, and the superintendent shall ensure the participation of all employees. The annual training schedule listed in our manual is followed to ensure the efficiency of training all workers, including transients.

DRUG DETECTION AND DETERRENCE POLICY

Star Service, Inc. is committed to providing a safe, secure, and drug-free work environment for our customers and employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we have established a written policy for all existing and future employees of Star Service, Inc. (Star uses **hair follicle testing** to ensure the most thorough and accurate results!)

Star Service explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the



employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.

- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Star Service conducts drug and/or alcohol testing under any of the following circumstances:

- **Pre-Employment Testing:** All Star Service, Inc., as a condition for employment must submit to pre-employment screening that includes drug testing. Drug screenings are taken at DISA, Inc., employee screening Service Company for Star Service, Inc. All employees to be tested must report to: 12600 Northborough Drive, Suite 300, Houston, TX 77067.
- **Random Testing:** Employees may be selected at random for drug and/or alcohol testing at any interval determined by the Company.
- **For-Cause Testing:** The Company may ask an employee to submit to a drug and/or alcohol test at any time it feels that the employee may be under the influence of drugs or alcohol, including, but not limited to, the following circumstances: evidence of drugs or alcohol on or about the employee's person or in the employee's vicinity, unusual conduct on the employee's part that suggests impairment or influence of drugs or alcohol, negative performance patterns, or excessive and unexplained absenteeism or tardiness.
- **Post-Accident Testing:** Any employee involved in an on-the-job accident or injury under circumstances that suggest possible use or influence of drugs or alcohol in the accident or injury event may be asked to submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the one who was or could have been injured, but also any employee who potentially contributed to the accident or injury event in any way.

If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, or if an employee refuses a request to submit to testing under this policy, the employee may be subject to appropriate disciplinary action, up to and possibly including discharge from employment. In such a case, the employee will be given an opportunity to explain the circumstances prior to any final employment action becoming effective.



Commitment to Safety

Star Service, Inc. is committed to achieving high standards of health, safety and to providing a safe, healthy, and productive working environment for our employees as well as our client and subcontractors employees. We have a full time Safety Manager, Dan Champaign, on staff that has a lifetime of safety management experience. It is this Company's belief that all accidents are preventable and that our health and safety values will remain uncompromised. The philosophy is a top-to-bottom commitment and each level of our organization understands the importance of maintaining safety and health as one of our most important business values. We accept responsibility for safety and hold ourselves accountable for ensuring safety is a priority in the performance of every task.

Star Service has had ‘Zero’ OSHA Recordable incidences over the past five (5) years (see safety records in **In This Section** of this proposal booklet) and our Experience Modifier Ratio are as follows:

2016:	0.68
2015:	0.72
2014:	0.72
2013:	0.78
2012:	0.78
2011:	0.80
2010:	0.85

Health, Safety and Environmental Policy Statement

Star Service values the health and safety of its employees, and the environment. The purpose of this policy statement is to convey the intent of Management regarding essential matters and to establish general guidelines from which our employees will conduct themselves.

Star Service is working to manage a comprehensive Health, Safety and Environmental Management System, and to educate and train all employees regarding that System. The ultimate responsibility for the enforcement of the Management System lies with Star Service.

While each and every policy and procedure is important, Star Service Management wishes to emphasize the following:

- Job, health, safety and protection of the environment is an absolute. Health, safety, and protection of the environment are always a priority. Health, safety



and the protection of the environment are as critical to our profitability as operational efficiency.

- Everyone is a "Safety Marshall". Every employee has Stop Work Authority (SWA) and the responsibility to stop an unsafe, unhealthy or potentially-damaging environmental act.
- Report all incidents, no matter how insignificant. Complete, accurate and timely information is essential to Management's ability to assess current conditions and behaviors, and execute needed change. Reporting should not only include work-related injuries, but also near misses, environmental incidents, property damage, and vehicle incidents.
- Personal protective equipment (PPE) and other safety tools: failure to use PPE and safety tools represent risk of injury and disciplinary action to those who fail to abide by such policies and procedures. Each employee is responsible for use and maintenance of PPE.
- The observance of all health, safety and environmental plans, programs, permits, reports, policies and procedures is mandatory; no exceptions. Failure to do so may result in disciplinary action, up to and including termination.

Ultimately, the key to the success of our HSE Management System is commitment by both Management and all employees.

Health, Safety and Environmental Management Plan

The elements within the Star Service Inc.' Health, Safety, and Environment Management System are intended to either **promote or create** safe, healthy, and environmentally-friendly conditions and behaviors (PPE, Hazard Communications, Lockout/Tagout, Waste Management, Spill Prevention, Countermeasures and Control, etc.) or **identify and correct or control** unsafe, unhealthy and potential-environment-damaging conditions and behaviors (Inspections, Audits, etc.) Every effort is made by this Company to train its employees to proactively achieve the positive results these programs and procedures provide.

In January of each year, Plans, Programs, Permits, Reports, Policies, and Procedures are reviewed and edited to ensure compliance with the most current standards and best practices in the industry, and success through the update of the contents of these elements (contacts, telephone numbers, information, materials, etc.). During the year, activities are conducted daily, weekly, monthly, quarterly, and annually to ensure the effective implementation of this Plan. Roles and responsibilities of management, new employees, and existing employees are identified to ensure accountability for the conduct of certain activities. Training is reviewed and scheduled to properly prepare employees to be safe and healthy in the workplace.



Health and Safety Plans and Programs

The following are a list of some of Star Service’s Safety Plans and Programs:

- Access to Employee Exposure and Medical Records Plan
- Exposure Control Plan
- Hazard Communication Program
- Transitional Duty Plan

Health and Safety Policies and Procedures

The following is a list of some of Star Service’s Health and Safety Policies and Procedures:

- Access to Employee Exposure and Medical Record
- Accident Prevention Signs and Tags
- Asbestos Awareness
- Assured Grounding
- Behavioral Based Safety
- Bloodborne Pathogens (Exposure Control)
- Confined Space Entry (Permit Required)
- Control of Hazardous Energy (Lockout / Tagout)
- Discipline
- Drug and Alcohol Abuse/Contraband
- Star Service is a member of DISA Contractor Consortium
 - ISN Network
 - Browz
 - X-Net
 - Pics Safety
- Electrical Safety-Qualified
- Electrical – Non-Qualified
- Emergency Action/Fire Prevention
- Fall Protection
- Fire Extinguisher/Safety
- First Aid/CPR
- Fleet Safety / Defensive Driving
- Forklift Operation
- Hazard Communication
- HAZWOPER
- Heat Stress Prevention



- Hydrogen Sulfide
- Incident Reporting and Investigating
- Inspections
- Job Safety Analysis (JSA)
- Manlift / Aerial Lift
- Material and Parts Procurement
- Occupational Noise/Hearing Conservation
- Personal Protective Equipment
- Process Safety Management (PSM)
- Respiratory Protection
- Responsibilities
- Safe Work Practices
- Safety Meetings
- Scaffold User
- Short Service Employee (SSE)
- Sub-contract Company Responsibilities
- Welding, Burning and Cutting/Fire Watch

Environmental Plans and Programs

The following are some of Star Service’s Environmental Plans and Programs:

- Refrigerant Handling Procedure
- Refrigerant Recycling Rule

Star Service Value Added Services

Star Service’s core business is HVAC Maintenance however we provide many services to our customers. It has been our experience that our Value Added Services can often substantially offset the cost of the agreement.

Energy Use Assessment

Star Service has an Energy Assessment Team on staff that will provide our customers under contract with an energy use assessment of their facilities. In many cases owners are unaware of the cause of increasing utility cost and attribute it to rising energy prices. As facilities age, usage increases due to many reasons such as failure of valves, controls, and operational procedures. Our Assessment Team Members are trained to detect these inefficiencies and provide solutions usually at no cost to our customers.



Engineering and Design

Star Service has 4 PE engineers on staff and can provide our customers with Engineering and Design services from the smallest improvement to a full service Design Build application requiring full specifications and stamped drawings. In many situations our customers have structural and mechanical issues that can be resolved in minimal time without costly delays, and job shutdowns. Our Engineering services can provide Control Design, HVAC Design, Lab Safety System, and are able to provide the latest in Green Design.

QUALITY OF GOODS & SERVICES

Star Service has been providing HVAC services for the past 60 years and has grown from a small company to currently employing over 250 employees. We treat our customers as a partner and our employees as family. With this philosophy, the quality of our service is unsurpassed.

In 2005 when Katrina devastated the southern region, Star Service had most of our technicians back to work within 3 days and the remainder within a week. We accomplished this by executing an emergency plan that allowed us to acquire housing, generators, window units, supplies, and fuel for all of our technicians and their families. We were literally the first responders to enter some of the plants and schools and gave assessment reports to school officials and board members that had evacuated the area. This service was one of the key elements in getting the school systems back in operation so quickly after the storm.

The HVAC mechanical industry is ever changing and we have to keep our employees trained and knowledgeable on all the newest systems in the market. If you look behind the walls and above the ceiling, today's HVAC system operates nothing like it did 25 years ago. In a time of energy efficiency, and green designs the use of modulated flows and variable speed drives are becoming the norm. However, many facilities are still operating with the old antiquated equipment and designs that take some special attention to keep it going. Many of these old systems cannot be abandoned due to budget or planning issues. Star Service has the knowledge, capability, experience and talent to keep this equipment functioning alongside the newest of mechanical designs.

Star Service stands behind its quality of services and technician's abilities to complete jobs in a timely manner, safely, and with the utmost integrity to always do what is in the best interest of the customer!

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

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 or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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

Complete only one of the three below: A or B or C.

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.

Official: **Dennis King** _____
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

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

Signature of Authorized 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): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Star Service, Inc
(Name of Corporation)

I, Robert Miller certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Dennis King
(Name of person who completed proposal document)

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

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

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

CORPORATE SEAL



SIGNATURE

4/27/17

DATE

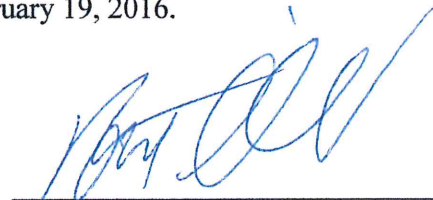
RESOLUTION OF BOARD OF DIRECTORS

STAR SERVICE, INC. OF HOUSTON

Be it resolve, that Dennis King is authorized to sign contracts on behalf of Star Service, Inc. of Houston.


CERTIFICATE

I do hereby certify that I am duly elected secretary of Star Service, Inc.; that the above resolution is a true and correct copy of a resolution unanimously adopted at a meeting of the Board of Directors of said Corporation at its office on February 19, 2016.



Robert S. Miller, Secretary
Star Service, Inc.

Attest:


Robert E. Work, President
Star Service, Inc.

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

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.

Company Name Star Service, Inc.

Print name of authorized representative Dennis King

Signature of authorized representative 

Date 4/27/17

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS 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 Tex Gov't Code or other law(s), you **must make 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 the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 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. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT 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. 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:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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.

Star Service, Inc.

Name of company expressly waiving confidential status of material

Dennis King, General Manager - 

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

7425 Major Street Houston TX 77061 281-481-0700

Address City State ZIP Phone



The Insurance Center

January 9, 2017

Star Services, Inc.

To Whom It May Concern:

We have been handling the Surety needs of Star Services, Inc. for over 20 years and welcome the opportunity to provide a reference of bonding capacity for this highly valued client. Western Surety Company, an A XIII A. M. Best Rated Company, has handled their bonding needs during this period of time. We have approved single projects in excess of \$10,000,000 and their current aggregate capacity is \$60,000,000.

We are aware they are submitting a RFP for your consideration. In the event a bond is required we see no problem in providing this to you. Of course, any final bond approvals will be made per the final contract terms and conditions. We assume no liability to third parties or to you if we do not execute the required bonds.

We highly recommend Star for your consideration. If you would like to discuss anything further please do not hesitate to call me at 1-800-277-0856

Best Regards,

A handwritten signature in blue ink, appearing to read "Troy P. Wagener", is written over a large, blue, circular scribble or stamp.

Troy P. Wagener
Vice-President, Surety



QUALITY OF GOODS & SERVICES

Star Service has been providing HVAC services for the past 60 years and has grown from a small company to currently employing over 250 employees. We treat our customers as a partner and our employees as family. With this philosophy, the quality of our service is unsurpassed.

In 2005 when Katrina devastated the southern region, Star Service had most of our technicians back to work within 3 days and the remainder within a week. We accomplished this by executing an emergency plan that allowed us to acquire housing, generators, window units, supplies, and fuel for all of our technicians and their families. We were literally the first responders to enter some of the plants and schools and gave assessment reports to school officials and board members that had evacuated the area. This service was one of the key elements in getting the school systems back in operation so quickly after the storm.

The HVAC mechanical industry is ever changing and we have to keep our employees trained and knowledgeable on all the newest systems in the market. If you look behind the walls and above the ceiling, today's HVAC system operates nothing like it did 25 years ago. In a time of energy efficiency, and green designs the use of modulated flows and variable speed drives are becoming the norm. However, many facilities are still operating with the old antiquated equipment and designs that take some special attention to keep it going. Many of these old systems cannot be abandoned due to budget or planning issues. Star Service has the knowledge, capability, experience and talent to keep this equipment functioning alongside the newest of mechanical designs.

Star Service stands behind its quality of services and technician's abilities to complete jobs in a timely manner, safely, and with the utmost integrity to always do what is in the best interest of the customer!

STAR SERVICE, INC. QUALITY CONTROL PLAN

Star Service's quality control starts with our Technicians. Our Technicians work every day in a fixed cost culture in which we are 100% responsible for managing our customers HVAC systems. Everything hinges on Reliability. If systems go down and unexpected, reactive costs are incurred red flags go up throughout our system. The first order of business is to review the last PM performed on the piece of equipment. Was the maintenance properly performed and the system properly diagnosed? Star's Technicians are heavily involved in resolving issues should they occur. Our Quality Control Supervisor and Site Supervisor will perform a root cause analysis for each major equipment failure and new training, reinforcement of previous training or implementation of new procedures may be employed to eliminate a reoccurrence of a problem. It



is in the interest of every member of the team to ensure PM's of the highest standard is being performed.

CARE Program

Customer Assurance Review and Evaluation Program is a key part of our Quality Control Program and service satisfaction plan. At a set time frame Star Services Management team will meet with our Customer management to review the services provided under our agreements. Key Indicators will be assessed such as number of calls per ton, return calls, equipment failures and bad actors. This review will be to inform our customer of the current and projected conditions of the HVAC equipment and allow feedback of any concerns or improvement. The CARE review is designed to keep our customers informed of the maintenance schedule status and allows an open forum of communication regarding customer expectations. The Care Program allows our customers the opportunity to see what is being done and how these services are improving Facility environments. It simply shows that we CARE.

SUPERVISOR AUDIT

The Supervisor's Audit has already been discussed previously. Typically a Supervisor will have 15-20 years of field experience. They are auditing service reports to look for inconsistencies in time and material expenditures in relation to the work performed. They are also developing an awareness of patterns that develop on particular jobs, for particular pieces of equipment. We utilize the years of field experience our supervisors have to quickly stop a problem from developing.

MANAGEMENT REVIEW

All the information in the database (from the initial estimate, the assigned and actual maintenance performed, the responsible technician and historical costs) is integrated. Every month the books are closed; and, the General Manager, Operations Director and Finance Director review each individual job. Any cost deviating from a planned expenditure must be explained (positive or negative).

For example, if a particular job's cost exceed the planned cost for a month the Management team will drill down to the Material and Equipment cost, Labor Cost, and Subcontract Cost and determine where the deviation is. They will continue to drill down to determine exactly when and why the deviation occurred and check the current month's history against past months to see if a trend is developing.





On the other hand, if expenditures are significantly below what was estimated, the management team will drill down through the information to make sure the appropriate resources are being applied to the job.

This analysis can be performed very quickly, in real time through the network, from any computer in the office (or remotely from home), at any time with the appropriate passwords.



Star Service Inc.

TIPS – HVAC (JOC) – RFP 170303

April 27, 2017

Star Service, Inc.

7425 Major Street
Houston, Texas 77061

A Custom Proposal For:



THE INTERLOCAL PURCHASING SYSTEM

STAR SERVICE's – Marketing Plan

**REQUEST FOR PROPOSAL FOR:
HVAC (JOC)**

BID# 170303



MARKETING PLAN

Relationships and effective communication with TIPS staff and Members is vital for effective Marketing and delivery of services. It is critical the proper team is established so as to ensure that we can provide the level of marketing that will meet and exceed expectations. For the team to be effective, clear and specific goals must be established with agreed upon objectives that work interdependently with other team member's goals. This will assure seamless implementation of a thorough and successful marketing plan. Star Service will determine and prioritize Marketing goals. Once the goals are established, it is critical that the plan is effectively managed to assure a cohesive and seamless implementation. The team managing the implementation of this marketing plan will consist of individuals from Star Service's Sales team, Operations team, and office support staff. The team will be led by two main points of contact:

- Jay de la Houssaye, Vice President-Resource Management – Over 20-years sales & management/leadership/marketing experience.
- Robb Robinson, Executive Account Manager – 8 years HVAC sales/account management experience in the K-12 Education/Higher Education/Municipality market, 9 years Operations experience.

Both Jay and Robb are full time employees of Star Service, Inc. and are dedicated to the Public Education and Municipality markets. They will work with the Operations team and office support staff to ensure the seamless implementation of the marketing plan and the ongoing oversight to measure performance and provide performance feedback to the team, as appropriate, to enhance improvement initiatives. Additionally, they will also work with TIPS to maximize the effectiveness of the marketing plan and ensure the members always receive the highest level of communication and service. By sharing information, we can assure that everyone involved is prepared to implement the marketing plan in a timely and effective manner, as well as, establish collaborative development and improvement activities which is important because it affects efficiency and productivity.

Star Service will dedicate time and resources necessary to successfully promote a TIPS contract. The current budget for our marketing plan is \$10K-\$15K and will be evaluated on a continual basis, adjusting as necessary. This includes attendance at conferences, marketing material, and travel expenses. The plan will use various strategies in our approach to marketing our services to TIPS and its members. Below is an outline of Star Service's marketing plan which includes the quotation/proposal process, methods of communicating with members and TIPS staff, networking activities, target markets, branding initiatives, and ongoing training and improvement considerations:



Marketing Plan Outline

1. Customer Presence
 - a) Email/US mail campaign
 - b) Cold Calling
 - c) Face to Face Meetings
 - d) Marketing Services
2. Projected Networking Activities
3. Define Specific Targets for each Market
 - a) K-12 School Districts
 - b) Universities
 - c) Municipalities
 - d) Technical Colleges
 - e) Community Colleges
 - f) Constable Offices
 - g) Sheriff's Offices
4. Web Presence
5. Drip Marketing
6. Accountability
7. Training

Customer Presence

- A. Email/US Mail campaign
 - a) Star Service will start its marketing program with an Email and Postal mail campaign which will consist of contacting decision makers of Choice Partner members introducing Star Service and the services we offer, as well as, announcing that Star Service is a newly awarded contract holder of TIPS
- B. Cold Calling Weekly Goal -
 - a) **Contact** 5 Qualified prospects a week (left messages not included)
 - ★ Targets - Superintendents, CFO's, School Board Members, Council Members, City Managers, Office Managers, Facility Directors.
 - ★ Introduce Star, leverage TIPS contract & ask for meeting
- C. Face to Face Meeting Weekly Goal – Star Service, Inc. believes that the best marketing tool is the ability to have as many personal, face-to-face interactions with prospective and current customers as possible. We will concentrate our marketing effort around 6 basic types of meetings with TIPS members which represent various stages of the sales process.
 - a) Conduct 8 meetings a week – Consisting of various types of meetings representing different stages of the sales process.
 - ★ Center of Influence / Sponsor – Meeting with influential person that can promote Star Service and its TIPS contract to decision makers within target markets.



- ★ First calls – Introductory meetings with decision makers within target markets intended to build trust with members, identify any needs of the members, and promote ways Star Service, Inc. can help members fulfill their needs using the TIPS contract.
 - ★ Survey Meetings – Once a level of trust and a need has been identified, perform a Site Survey to obtain all information needed to determine and match the proper solution to the need and produce a quote for services based on the TIPS contract.
 - ★ Verification/Closing Meetings – Meeting to present solution to members and signed agreements based on TIPS contract.
 - ★ Referral Meetings – Meeting with members that are existing customers to encourage introductions to other known members that may benefit from Star Service, Inc.'s capabilities and our TIPS contract.
 - ★ Customer Satisfaction Meetings (Quarterly Reviews) – Meeting to review any services rendered to members, identify any concerns or improvements needed, identify any new needs, and encourage referrals.
- D. Marketing Services Weekly Goal – Star Service employs a marketing service that assist us in our goal to reach as many customers as possible. The marketing service would be used as an additional resource to reach TIPS members and assist in setting appointments.
- ★ To assist in weekly cold calls and Face-To-Face goals.

Projected Networking Activity

- A. Target Market Associations – Star Service, Inc. is already a member or will become a member of the following Associations and actively market its services and TIPS contract within them.
- a) Texas Gulf Coast M&O – Already participating
 - b) TASBO – Already participating
 - c) Texas Energy Managers Association (TEMA) – Already participating
 - d) IFMA – Already participating
 - e) Golden Triangle – Already participating
 - f) TML – Seeking Membership
 - g) GFOAT – Seeking Membership
- B. Political Meetings – Star Service will have a presence at political board meetings to ensure we stay informed of the needs, accomplishments, and processes of public organizations.
- a) School Board Meetings
 - b) Council Meetings

Define Specific Target Markets

- A. School Districts
- a) Top 20 Prospects at a time
 - ★ Have identified School districts that are members of TIPS that are top



priority due to the option of negotiating contracts as oppose to RFPs.

- b) Secondary List to research and network
 - ★ Private Schools
 - ★ Religious Schools
 - ★ Technical Colleges
 - ★ Community Colleges
- B. Municipalities
 - a) Identify Top 10 Prospects at a time
 - ★ Have identified Municipalities that are members of TIPS that are top priority due to the option of negotiating contracts as oppose to RFPs.
 - b) Secondary List to research and network
 - ★ County Organizations
 - Constables
 - Sheriff's Offices

Promote WEB Presence (Branding)

- A. Promote Star Service Website – Star Service, Inc. maintains its website constantly and regularly updates it with new information and accomplishments.
 - a) Promote Case Study Videos
 - b) Promote TIPS contract (logo will be prominently displayed on website)
- B. LinkedIn
 - a) Utilize as opportunity for business development
 - b) Update profile Monthly
 - c) Use as a means of networking
 - d) Post informative information about the HVAC industry daily
 - e) Promote TIPS contract on Company profile as well as individual Sales and marketing profiles

Drip Marketing

- A. Quarterly Contact with Existing Client members
 - a) Discuss any Issues
 - b) Review Services
 - c) Obtain Customer feedback
 - d) Request Referrals
- B. Monthly e-mail to all prospective members
 - a) Friday of each week based on Established Contact
 - b) Segmented by Target Market
 - c) Develop Informational Marketing pieces



Accountability and Tracking (via Salesforce.com database)

- A. Develop First Call to Close Tracking of all relationships with members
- B. Maintain Call log of contact with TIPS members
- C. Prospect Evaluation of TIPS members
- D. Conference/organization list

Training

- A. Sales Meetings/Reviews
 - a) Internal meetings within Star Service to identify successes, failures, and any improvements that can be made through better understandings and training.
 - b) Meetings with TIPS to identify successes, failures, and any improvements that can be made through better understandings and training.
 - c) Meetings with Members to identify successes, failures, and any improvements that can be made through better understandings and training.

Star Service is fully dedicated to the Public Education and Local Government market and would be just as dedicated to a TIPS contract and its members. We look forward to the opportunity to work with TIPS and all its members.



Star Service Inc.

TIPS – HVAC (JOC) – RFP 170303

April 27, 2017

Star Service Inc., of Houston

7425 Major Street
Houston, Texas 77061

A Custom Proposal For:



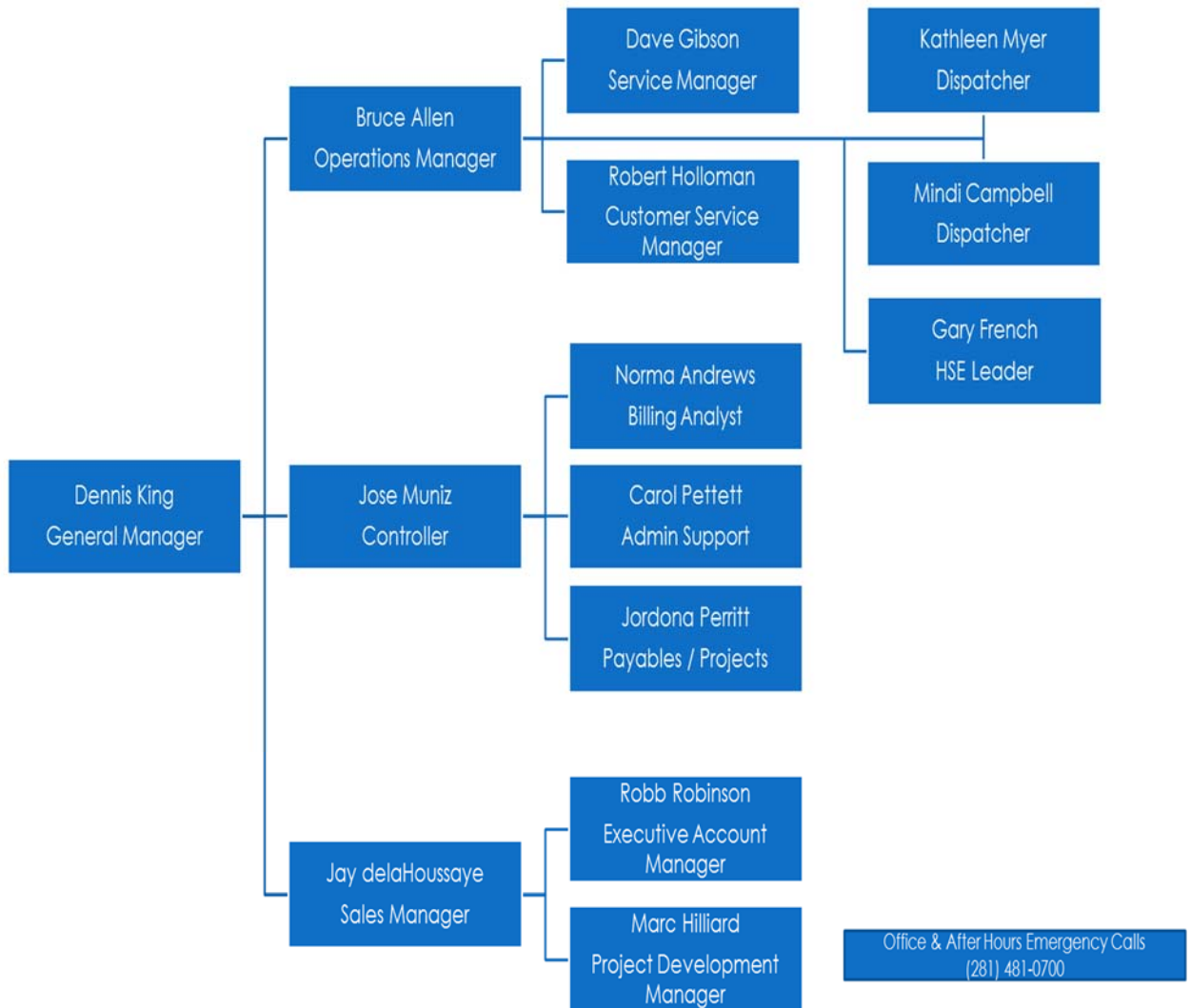
STAR SERVICE's – Organization Chart

**REQUEST FOR PROPOSAL FOR:
HVAC (JOC)**

BID# 170303



Organization Chart of Major Departments and their Responsibilities:





Star Service Inc.

TIPS - HVAC (JOC)- RFP 170303

April 27, 2017

Star Service Inc., of Houston

7425 Major Street
Houston, Texas 77061

A Custom Proposal For:



THE INTERLOCAL PURCHASING SYSTEM

STAR SERVICE's -QA/QC Plan

REQUEST FOR PROPOSAL FOR:
HVAC (JOC)

BID# 170303



TOTAL QUALITY MANAGEMENT (TQM)

Star Service's TQM process is based on the ABM (and LINC service which is owned by ABM) Comprehensive Operation and Maintenance Manuals (COM's) and on ISO 9000 standards and principles. The COM manuals are extensive. They are a proprietary product of our franchisor however and we cannot reproduce them but relevant sections are referenced herein and available for viewing at anytime in our office. (They are also too voluminous to attach to this response).

ABM was founded in 1909 and has over 100,000 employees and over \$5 billion in annual revenue. Although we have never been audited for ISO certification we are audited every year by ABM, have a complete financial audit performed on the business every year by our accounting firm and have a procedures and methods for managing equipment reliability and Mean Time Between Failure (MTBF) performance that are the best in the industry. Please see our procedures for managing MTBF's below.

[Also please take special note of our Process Approach \(QMP 4\) described below. Our goal was to discuss some of the major topics involving our Process Approach as there are so many details involved. Please let us know if you would like us meet and discuss further or provide any additional information.](#)

The seven quality management principles of ISO are:

- Customer focus
- Leadership
- Engagement of people
- Process approach
- Improvement
- Evidence-based decision making
- Relationship management

Customer Focus (QMP 1)

ISO states that the primary focus of quality management is to meet customer requirements and to strive to exceed customer expectations. Star Service's mission statement for over 60 years is displayed prominently in all Star Service office's to remind our employees of the commitment we have to our customers. It says:

“We will consider the customer's best interest to be the sole factor for determining our course of action in all situations. This foundation of honesty will support the growth of our company in the future as it has in the past.”

From the very first moment a person engages, or calls into, Star Service a person will take that call and take care of that person's needs. They will never be dumped into a voicemail or forwarded to an extension that rings of the wall. This applies to existing customers, potential customers, vendors, employees or potential employees.



All are treated with courtesy and given the time and respect they deserve. We are a service Company and we believe that service mindset has to be engrained in every employee at Star. *(COM 1 – Section 1 - Title 4 “Standards of Performance” The objective of this policy is to assure high performance standards, business ethics and business/customer goodwill).* We look to the following ISO principles in our effort to meet Customer requirement and expectations

- Understand customers’ current and future need and expectations.

Each Customer is assigned an Account Executive who is the Primary Customers Advocate. The Account Executive will gain an excellent understanding of the Customers’ expectations, provide the Customer names and numbers of key personnel and facilitate the resolution of any opportunities or issues relating to the relationship. In helping to add or improve services or resolve issues the Account Executive and General Manager will ensure all the required resources are utilized. *(COM 5 - Section 5 – Title 44 “Senior Sales Representative” The objective of this policy is to outline the Senior Sales Representative competencies, establish rapport and identify needs of customers)*

- Link the organization’s objectives to customer needs and expectations.

Typically our Customers objectives are to work safely, reduce cost, improve the indoor environment, improve the reliability of the HVAC and environmental systems, greatly reduce the administrative burden and free up more time to focus on their primary mission (such as producing a product, education or healthcare). Our objective is to meet and exceed those expectations, to constantly try to improve our service in areas where we can improve the indoor environment, help negate future costs associated with government regulation (such as refrigerants), research new products and maintenance methods, improve and maintain our outstanding safety record and help in the design of new systems to reduce overall operational costs. *(See COM 1 – Section 1 - Title 4 “Standards of Performance” The objective of this policy is to assure high performance standards, business ethics and business/customer goodwill.)*

- Communicate customer needs and expectations throughout the organization.

Every employee understands the importance of our mission statement. This foundation of honesty supports the growth of our company and is one of the reasons why the vast majority of our business is fixed cost contracts where we are 100% accountable. Our job is to be work safely and keep you comfortable and let you focus on what you do best. *(COM 3 – Section 3- Title 33 “Maintenance Agreement Start Up Control Form” The objective of this policy is to properly start new agreements, ensure customer needs and expectations are understood)*

- Plan, design, develop, produce, deliver and support goods and services to meet customer needs and expectations.



We continue to try to exceed customer expectations every day by finding better ways of servicing our customers. Every year we attend national trade shows and our Continuing Education workshops where all ABM Companies get together to review the things they are doing to improve customer service, meet the hundreds of vendors who are demonstrating new technologies and products and attend specialized training sessions.

All Technicians participate in Safety Meetings where we also discuss ideas on shared techniques and methods for improved service.

We have developed an in-house Service Management System that allows real time access to data in the field and gives supervisors and managers the ability to utilize all the data associated with a customer site and every individual piece of equipment as well as the modules and applications to use the data most effectively. Examples of this capability, including managing MTBF's, are provided herein.

Other examples include:

- We have engaged the help of Enterprise Leasing to help reduce the cost of operating our fleet of service vehicles and installed GPS monitoring technology to help reduce fuel and insurance costs and improve safety. (See Com 3 Section 3 Title 43 "DriverSafety/ Monitoring Program" The purpose of a fleet monitoring and driver observation programs to establish a proactive, safe driving culture.)
- We are also members of a large national captive of similar companies who self-insure our group in order to further reduce costs.
- With the EPA phasing out R22 by 2020, we are always looking for cost effective refrigerant retrofits. We have tested and completed retrofitting all of our offices from R22 to R410C without a single issue. We have retrofitted process chillers from R22 to R434A. We have case studies on all of the refrigerant retrofits performed as stated above.
- Because of our large volume of business for refrigerants and parts, Star Service is able to maintain competitive pricing and has significant access (24/7) with several key supply houses and national vendors. In addition to our local relationships, ABM further enhances our purchasing power for nationwide discounts. Our local relationships with part houses such as Johnson Supply, Trane, Carrier, Johnson/York, Baker Supply, United Refrigeration, Johnstone and others, allows us to call in and open supply houses for afterhours emergencies.
- Star Service has located all of its principle offices near airports. This simple choice of locations has enable us to have the capability to share resources quickly by simply taking a part to air cargo, or putting a person on a plane. Most of year there are flights every hour on the hour between our offices.



- Our principle locations also maintain an inventory of standby HVAC equipment. This equipment includes air cooled chillers and package units. In addition the HVAC equipment we also own a few large and small standby generators. Further, we maintain relationships with national rental companies for 24/7/365 availability of additional equipment.

Also the objective of COM 3 - Section 3 – Title 38 “Operations Audit” policy is designed to provide a an in-depth view about business from an organizational, service delivery process, and operations/sales perspective.

- Measure and monitor customer satisfaction and take appropriate actions.

Star Service utilizes a Customer Assurance Review and Evaluation (C.A.R.E.) Program. The recommended procedure for implementing this very important Program is detailed in our COM Manual Section 3: Operations Title 16.

Leadership (QMP 2)

The Owners of Star Service, Inc. not only believe in the following principle but are all very actively engaged, at the highest levels, in the day to day management of the Company, its people and our customers.

- Communicate the organization’s mission, vision, strategy, policies and processes throughout the organization.

Star Service’s Mission Statement says that: “We will consider the customer’s best interest to be the sole factor for determining our course of action in all situations. This foundation of honesty will support the growth of our company in the future as it has in the past.” This statement is communicated with each and every new employee on the day they start in order that they understand our mission is to serve our customers with honesty and integrity. This Mission is supported by each employee’s contribution to serving our customer’s best interest. The mission, vision and strategy are all communicated on Star Service’s website. The website contains a video that is used at various Star Service locations as part of the onboarding process. This video provides a multimedia presentation of the company’s vision, strategy and values. *(Com 5 – Section 5 Title 26- “ Operations Onboarding Plan” The purpose of an onboarding plan is to inform and educate a new employee on the knowledge, skills, and behaviors to become an effective organizational member of the organization)*

- Create and sustain shared values, fairness and ethical models for behavior at all levels of the organization.

From the owners of Star Service and managers down to each and every employee, the Mission is communicated and can be broken down rather simply. Treat our customers like you want to be treated. We believe that when you “do the right thing for the customer, it always comes back to pay dividends.” We



share the values of Uncompromising Truth, Trust and Unselfishness. (See COM 1 – Section 1 - Title 4 “Standards of Performance” The objective of this policy is to assure high performance standards, business ethics and business/customer goodwill.)

We believe safety is one means our values are effectively communicated. Safety promotes fairness and ethical behavior by teaching the importance and value of each individual. The Houston office’s record of ZERO recordable accidents demonstrates how each individual understands their contribution and their ability to stop any unsafe work. Our employees trust that the organization’s leadership stands behind them in promoting a safe environment and will never compromise their safety. This commitment has been demonstrated by Star Service’s canceling of some contracts where customers have refused to allow proper safety needs, such as erection of scaffolding or permanent railing, to be met. (See Com 3 – Section 3 – Title 43-67 Pertaining to Safety, See Star Service HSE)

- Establish a culture of trust and integrity.

A culture of trust and integrity starts from the top. Star Service expects all its people to meet their commitments and be truthful in everything they do. This includes everything from filling out a service report correctly to working safely and following all safety procedures (even when no one is looking). Star Service has worked hard to build that culture. No one in accounting, for example, will ever be made to feel the slightest intimidation when asking an Owner, Manager or Supervisor to explain (or sign off on) any expense. We have employed an independent third part (Team Real World) that any employee can engage and talk to about any issue that may be troubling them with complete anonymity and without any fear of retribution.

- Encourage an organization-wide commitment to quality. Ensure that leaders at all levels are positive examples to people in the organization.

Starting at the top, Star Service’s leaders are committed to quality. This quality is the key to our success. Ownership at Star is committed to providing a quality workplace, quality training and the highest quality service in the industry.

From an employees first interview they will meet well trained people working in a low stress environment who are very good at what they do and treat everyone with respect. They will see a clean, well-run office. They will see clean company vehicles and trucks and a well-organized warehouse. They will see our mission statement posted in our office and reminders to work safely everywhere they go.

From their first day at work their Supervisor will schedule them for training and they will be given modern tools and equipment and a safe work environment. They will be given top-of-the line healthcare (at extremely affordable prices) and free long term and short-term disability insurance.



Safety is job 1. The reason we have such an outstanding safety record is our commitment to a quality work environment and our ability to train technicians to the job efficiently and right the first time. Service Managers and Supervisors will include a Safety Topic in all their meetings and will lead by example in showing the proper way to efficiently and safely perform maintenance and repair tasks and demonstrate what resources are available to help.

We have developed our own in-house Service Management System (SMS) that captures work occurring in the field in real time. Our technicians can look up a complete service history on a unit while working on the unit. Our managers can compare maintenance times and the MTBF history on any unit and have the tools and data available to investigate any problems in reliability. Our Managers and Supervisors are very engaged and it is their job to spot inefficiencies and help their people improve the quality of their work.

- Provide people with the required resources, training and authority to act with accountability.

Every technician at a Site has access to the complete service history of every piece of equipment at the Site. They have fully stock trucks and access to managers, supervisors, engineers and technicians (in any Star Service office) who are the highly qualified in many different disciplines including automation and controls, packaged refrigeration systems, chillers, distribution systems, etc. If they need help, especially after hours, they have the ability to talk to a GM or Owner if need be.

Ten years ago, after major hurricanes hit our Houston and New Orleans office the culture of empowerment, at every level in the Company, proved itself. There are many, many examples from Entergy Nuclear power plants to the PetroChemical Plants up and down the Houston Ship Channel and Mississippi River Corridor where Star Service was one of the first responders. This is because we were able to recover our people and their families (and extended families) in days by finding them quality living arrangements, furniture, bedding and pots and pans. This happened because every employee at every level felt empowered and also felt the responsibility to become engaged and accountable to do something and help each other.

- Inspire, encourage and recognize people's contribution.

Star Service and ABM have numerous policies and procedures to recognize our employees contributions.

Every year a number of our people attend a 3-day, Continuing Education and Awards program that is put on by ABM/LINC. It allows them to attend training classes, network with their peers and attend a vendor showcase where vendors from around the country display their latest products and services. The final evening is an awards ceremony and dinner typically attended by over a thousand participants receiving awards and recognizing those that do. Employees involved in Business Management, Operations and Sales (every employee) are



eligible to receive awards. *(COM 1 – Section 1 – Title 18 “Linc Service Reward and Recognition Program” This program is intended to recognize and appreciate outstanding contributions that further the goals and objectives of the business and increased employee satisfaction.)*

In addition to the more formal awards and recognition, we strive to provide additional recognition at group gatherings and functions. Topics during Monthly meetings range from helping new technicians in the use of the field handhelds to highly technical training on compressor re-builds (sponsored by compressor manufacturers).

In addition we hold many Company wide functions such as fishing rodeos open to all technicians to the Company Christmas party

Engagement of People (QMP 3)

Without a doubt, our people are our greatest resource and we are all obligated to take care of each other and our customers. Our key guiding principles are as follows:

- Communicate with people to promote understanding of the importance of their individual contribution.

There are many levels of communication within the Company where peoples contribution are recognized. There are many types of formal meetings such as Safety meetings, technical training sessions, the Yearly Continuing Education and Awards program (described herein), and yearly one-on-one reviews. Less formal communication of individual contributions can occur in the field during on the job training between a supervisor and a technician or the VP of Finance and the head of Accounts Payable when being cross-training in Receivables. The Annual Fishing Rodeo Star Service holds for all its technicians is another method demonstrating the value we place on their individual contributions. Less direct communication of how we value their contribution is our commitment to providing affordable, high quality healthcare and benefits to all our employees.

Another very important method of communicating the importance of each employee’s contribution is our commitment to Safety and our regular Safety meeting where our people’s contribution to our outstanding Safety record is constantly recognized.

- Promote collaboration throughout the organization.

We celebrate innovation and good ideas. Every Owner and Manager has an open door policy and any employee can knock on their door throw out an idea or sit down and discuss a problem. From buying everyone a new pair of boots every year for every technician in on Star Location to using a new type of refrigerant we have adopted many ideas from employees over the years and vetted them all throughout the organization before implementing them.



As described above there are many formal and informal opportunities for employees to have their ideas vetted. We consider it a vital part of sustaining the growth of our Company.

- Facilitate open discussion and sharing of knowledge and experience.

As described above we celebrate innovation through collaboration and that starts with creating an environment that easily facilitates sharing knowledge and experiences.

An excellent example is through the use of our Service Management System. When our technicians figure out an easy way to remove a component that is hard to get to or learns of a better method or tool to use that improves the efficiency and quality of the work they perform all they need to do is take pictures and document it on their personal handheld and that information is instantly available to all technicians anywhere and any time for any particular unit.

The regular Safety meetings are also a good forum for ideas. The same is true of Business Management/Accounting meeting and Operations Meetings.

- Enable self-evaluation of performance against personal objectives.

We perform regular annual performance appraisals of each individual at Star Service. The first component of this appraisal is the completion of the Employee Self Evaluation form. This form provides the employee the opportunity to review objectives as well as list accomplishments and areas for improvement or training. *(See Com Manual - Field Capability and Training Survey)*

Process Approach (QMP 4)

Our business is driven through proven sustainable and repeatable processes that promote the highest possible levels of customer satisfaction. An overview of these processes are as follows:

- Define objectives of the system and processes necessary to achieve them.

Confidential Operating Manual (COM's)

Our Franchisor (ABM) requires we follow strict guidelines in how we run our business and deliver a quality Preventive Maintenance service. We have a dedicated Area Vice President from ABM who performs bi-yearly reviews of the business. ABM provides detailed COM manuals that outline the procedure required to operate and train people in each major area of our business (Business Management, Operations and Sales). ABM provides professional classes for employees in every job description in the company at their headquarters and these classes are available to all 140 contractors in the



network. Classes are taught by highly experienced people and typically attended by at least 10 employees who perform the same job in their respective Company. (See Com 1 Section 1 Tile 2 “Confidential Operating Manuals” This policy outlines the Confidential Operating policies, programs and procedures for operating a Linc Service Business.)

Service Management System (SMS)

Star Service has developed its own proprietary in-house Service Management System (SMS). **The SMS system is a software-based system that was designed specifically to manage guaranteed fixed-cost contracts.** It links all the main functions of our business together in one database. These include field data from service reports (obtained through technicians electronic handheld devices), a purchase order system to track all material and equipment purchases down to the unit level, tasking and scheduling software and a variety of Management tools and “smart” software to help automatically identify problem areas.

All of the existing HVAC management software we found that was available commercially was geared towards Preventive Maintenance only contracts and/or Time and Material type work and was designed to try and satisfy a large market including HVAC Contractors, Electrical Contractors, Plumbing Contractors, General Contractors, etc. These software packages did not capture the information we desired to be able to effectively manage fixed cost contracts. The following discussion explains why and the limitations found in traditional HVAC management software found in the market today.

Database design for the effective management of guaranteed fixed-cost contracts.

Star Service utilizes a unique proprietary database to determine the right maintenance tasks for specific equipment. All historical service records are kept in a specially designed, proprietary database developed by Star Service to support our core business of providing Guaranteed, full-service, fixed-cost contracts. **It provides our Managers, Supervisors and Technicians capabilities which paper service reports and traditional electronic handhelds cannot.** This is because most systems are designed around Time and Material (T&M) contracts. When performing T&M work, the information necessary to develop the best maintenance tasks and procedures does not exist. This is true for a number of reasons:

1. Under T&M contracts there is a great incentive to do the least amount of maintenance possible or use inappropriate methods (such as acid cleaning coils, which destroys coils) as the contractor is not responsible for repair or replacement costs.
2. The same contractor that does the maintenance may not do the repair or replacement work. This provides an incomplete history as to how effective the maintenance program is.



3. Since under a T&M contract there is little incentive to minimizing total cost of ownership, and there is not a complete history of cost of ownership, it is impossible to determine what the best maintenance practices would be.

Under guaranteed, full-service, fixed-cost agreements, however, it is possible to develop and provide the information and expertise to manage the operating costs of HVAC equipment in the most efficient way possible. This is because:

1. There is a single point of responsibility for all costs associated with maintenance, repair and replacement costs.
2. The responsible party has all the background and technical information as to why failures occurred to determine the root cause of the problem.
3. The responsible party wants to minimize unexpected failures by developing the best possible maintenance practices.

One of the reasons Star Service has focused on Guaranteed, full-service, fixed-cost Contracts for so many years is that it has allowed us to develop a long-term accurate history of cost of ownership on a very large number of contracts that is not available in our industry. Other contractors do not have this capability or experience. Information on a small number of contracts over a short term does not provide the data or expertise required to properly manage Guaranteed, full-service, fixed-cost Agreements. Manufacturers recommended maintenance only provides the basic maintenance requirements and do not provide the information required to manage a comprehensive service program.

Star Service has thousands of pieces of equipment in its files with over a decade of complete history on the cost of ownership for each individual piece of equipment. This is because guaranteed, full- service, fixed-cost contracts have been its core business for decades and our customer retention rate is very high. This information includes items such as the manufacturer, type, model and age and a complete history of maintenance and repair work including all material and labor costs.

Having this type of "Maintenance vs. Performance" statistics on guaranteed, full-service, fixed-cost contracts can be very helpful in many ways. A few examples:

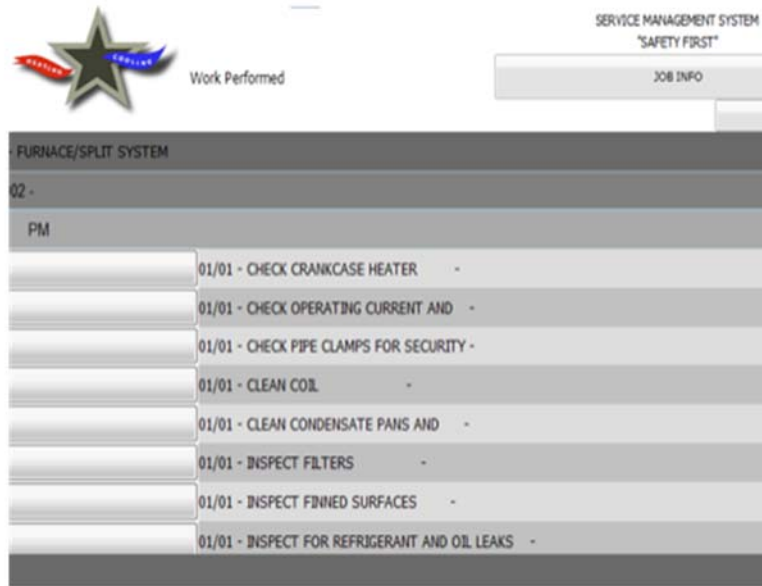
1. Comparing maintenance performed on many similar units against reliability and costs to determine best maintenance practices.
2. Help determine what units, by what manufacturer, are the most reliable in our climate under different operating characteristics when proper maintenance has been performed.
3. Automatically alerts when unit reliability drops below a predetermined level.

In the HVAC industry paper invoices are historically hard to read and very difficult to access as time goes by; especially if one wants to compare maintenance vs. equipment performance on many different sites. Most electronic databases and handhelds are designed around the needs of Time and Material work. The Service Management System, developed by Star Service, is different.



All Service Report information in the field is entered electronically using wireless handheld devices that utilize drop down menus. Drop down menus are very important in building a quality database. "Garbage in vs. Garbage out" is a reminder to anyone trying to analyze information that results are only as good as the information provided.

It is unrealistic to expect any group of people to consistently enter accurate data, in a common format, without the use of drop-down menus. Using drop down menus can force all users to enter the required data, in the same format, spelled correctly, the same way, every time. Without this level of



Simple partial maintenance tasking example

standardization and well-designed drop down menus, you cannot rely on any person to enter the same information correctly all the time. For example, Carrier Compressor could be entered as Carier Comp, Compr – Carrier, etc. Star Handhelds are custom designed in-house to utilize drop down menus as much as possible. They are designed specifically for the purpose of managing guaranteed, full-service, fixed-cost contracts.



In addition the type of information that is valuable and desired under guaranteed, full-service, fixed-cost contracts is not necessarily that desirable, important or available under T&M contracts and may not be recorded on service reports whose core business is T&M type contracts.

Star Service technicians are able to accurately record detailed information on every maintenance task performed and to record the information in a way that allows Star Service to optimize its maintenance service and increase reliability while simultaneously improving the environment for our customers.

CALL SLIP NO	CUSTOMER NAME	SITE NAME	CONTRACT NO	JOB TYPE	HOURS	STATUS
77659			G0713	PM	4	IN PROG
77658			G0713	PM	4	IN PROG
77639			G0597009	PM	4	NEW
77638			G0597008	PM	4	NEW
77637			G0597010	PM	4	NEW
77636			G0597007	PM	4	NEW
77635			C0689	PM	4	NEW
77634			FC0702	PM	4	NEW
77627			G0536	PM	4	NEW
77620			G0627	PM	30	NEW
77619			G0688	PM	62	NEW
77618			G0719	PM	108	IN PROG
77617			G0355	PM	354	NEW
77616			G0694	PM	143	WORK COE
77615			G0264	PM	293	NEW
77614			G0563	PM	13	NEW
77613			G0553	PM	22	NEW
77612			G0040	PM	68	NEW
77611			G0523	PM	20	NEW

Star Service is unique among HVAC contractors because:

1. It has the ability to collect quality field information from service reports regarding best HVAC practices in a way that allows for a quality analysis of that information.
2. It has a substantial long-term database that shows the complete history of cost of ownership for many different manufacturers and types of HVAC equipment.
3. It has the unique ability to easily access and analyze that database.

Using its proprietary database Star Service will assign specific maintenance tasks to each individual piece of equipment. The maintenance performed on each specific piece of equipment is designed to optimize its performance and reliability.

Auditing of Preventive Maintenance and Repair Tasks

Service report audits – All maintenance is documented on electronic handhelds and each task assigned must be signed off as complete or it is automatically tagged. Once the service report is entered, it is immediately available in the Service Management System to be audited. There are six separate ways to identify problem areas during and after service.

1. Real time, on-site historical information on unit service history – Technicians can pull up a complete history of service for any unit at any time, anywhere with their wireless handhelds. For example, if a technician responds to a call and finds the unit has a blown fuse, he can recover the historical data for the equipment to determine if the issue has happened before or if it is a new issue. The records will show what service was performed and the results found. With



this information, lost time or unnecessary rework can be greatly reduced increasing our labor efficiency and increasing productivity.

The electronic handhelds allow us to set parameters for alerting supervision and management if a piece of equipment requires service more than a set number of times within a given period. This allows Star Service to monitor excessive failures and devise a plan to prevent downtime and improve reliability. Because Star Service, Inc. maintains an electronic database on all equipment we service, the system can automatically identify "bad actors". This reporting capability is imperative in establishing Key Performance Indicators (KPI) trends and historical information which aids in reducing failures and improving the overall operation of the HVAC equipment.

2. Supervisor Audits - Typically a Supervisor will have 15-20 years of field experience. They are auditing service reports, checking for items such as unusual compressor temperatures or pressures and indentifying inconsistencies in time and material expenditures in relation to the work performed. They are also developing an awareness of patterns that develop on particular jobs, for particular pieces of equipment. Why do we keep replacing a transformer? Why do the levels of repairs seem excessive? It may seem that belts are being changed too often. Is the system balanced properly? We utilize the years of field experience our supervisors have to quickly stop a problem from developing.
3. Management Audits - All the information in the database (from the initial estimate, the assigned and actual maintenance performed, the responsible technician and historical costs) is integrated. Every month the books are closed; and, the General Manager, Operations Director and Finance Director review each individual job. Any cost deviating from a planned expenditure must be explained (positive or negative).

For example, if a particular job's cost exceeds the planned cost for a month, the Management team will drill down to the Material and Equipment cost, Labor Cost, and Subcontract Cost and determine the source of the deviation. They will continue to drill down to determine exactly when and why the deviation occurred and check the current month's history against past months to see if a trend is developing.

On the other hand, if expenditures are significantly below what was estimated, the management team will drill down through the information to make sure the appropriate resources are being applied to the job.

With the appropriate password, this analysis can be performed very quickly, in real time through the network, from any computer in the office (or remotely from home), at any time with the appropriate passwords.

4. Site Visits - A Quality Control Supervisor visits jobs on a recurring basis. He makes a detailed inspection of the equipment, takes pictures of the equipment, and grades the overall condition of the equipment. The report is forwarded to the appropriate Supervisor, Operations Director and is filed in the job folder.



5. Automated review – As discussed previously the Star Service Management system records all service performed on every individual unit electronically (from the field handhelds), using drop down menus that result in a very accurate database that provides reliable information. This allows us to set parameters for alerting supervision and management if a piece of equipment requires service more than a set number of times within a given period. This allows Star Service to monitor excessive failures, identify “bad actors” and devise a plan to prevent downtime and improve reliability. This reporting capability is imperative in establishing KPI trends and historical information that aids in reducing failures and improving the overall operation of the HVAC equipment
6. Customer Feedback – Once a year a Manager or Supervisor will meet with the customer to discuss our performance. A follow-up meeting will be set to provide solutions to any concerns.

- Establish authority, responsibility and accountability for managing processes.

Management of our business is broken down into three main areas. They are Business Management, Operations and Sales.

The Principal Managing Partner (Owner) in each location is responsible for the welfare of our employees and customers and ensuring our General Managers adhere to our Mission Statement, are committed to our Safety Program, and to manage the business efficiently through the use of procedures found in our COM manuals.

Our General Managers directly oversee our Business Management, Operations and Sales Departments. Each main department has a Manager dedicated to it.

Our Account Executives primary role is that of Customer Advocate. This is managed, in part, through a C.A.R.E review process provided by our Franchisor who includes verification that the C.A.R.E. reviews are being accomplished in their annual audit of Star Service.

Owners, General Managers and Senior Managers are extremely accessible and very easy to get to when calling any Star Service location.

- Understand the organization’s capabilities and determine resource constraints prior to action.

There is a significant amount of depth in talent at every level of the Star Service Organizations. Each Owner can, and has, performed the duties of the General Manager and is skilled in other aspects of the Business. Typically a Sales Manager or Operations Manager (from any location) could also step up and fulfill the role of interim or full time Manager. It is the job of every Manager to train a successor.



It is the job of every Supervisor to actively train their technicians so they are ready to be promoted.

In addition, all Star locations utilize the exact same COM manuals and follow the same Business procedures. For example, any Business Manager in any Star Location could step into another location and take over the duties of the Business Manager.

Star also has an excellent reputation for taking care of its technicians and has a very high retention rates among employees. Because of this reputation we are able to recruit and grow our business very efficiently.

There are also significant resources available throughout the 140 contractors in our network.

- Ensure the necessary information is available to operate and improve the processes and to monitor, analyze and evaluate the performance of the overall system.

Star Service's Leadership is continually reviewing information through our data and financial reporting as well as the feedback from employees in order to identify process effectiveness. Our books are closed every month and complete, in-depth financial data is provided on the overall business and each job (broken down by month and year to date and compared to plan and previous years) to the Owners and Managers. A complete Financial Audit is performed on the business every year by an independent 3rd party CPA firm (a letter is attached to this response from that firm).

In addition our Service Management System provides detailed historical data down to the unit level for all units that we service. Information can be sorted by site, type of unit, manufacturer, size, technician, etc. Alarms can be set that are automatically sent to Management if a unit's reliability (based on MTBF) is below an acceptable level.

Gap analysis is used to determine where improvement opportunities exist and a team is assigned to develop improvement processes targeted to improve efficiency. Continuous process improvement exists as a part of our culture and we are always looking for ways to increase efficiency and customer satisfaction.

Improvement (QMP 5)

We are always working to improve our processes. Continuous improvement in all aspects of our business allows us to continue to adapt and evolve our deliverables.

- Promote establishment of improvement objectives at all levels of the organization.



During annual planning meetings, senior leadership develop objectives to enhance the overall operation of Star Service. These objectives are then taken by the operational level managers to set strategic goals. Once set, individuals are given objectives using the S.M.A.R.T methodology.

- Specific – target a specific area for improvement.
 - Measurable – quantify or at least suggest an indicator of progress.
 - Assignable – specify who will do it.
 - Realistic – state what results can realistically be achieved, given available resources.
 - Time-related – specify when the result(s) can be achieved.
-
- Educate and train people at all levels on how to apply basic tools and methodologies to achieve improvement objectives.

Individuals are mentored regularly by highly trained supervisors. In addition to mentoring, all employees are encouraged to submit a list of future formal training that they feel would be beneficial. During the initial on boarding process, each individual is mentoring on the basic operation of systems and software. (COM 6 “Professional Development”)

Evidence-based decision making (QMP 6)

Gathering accurate data is the first step in our process of assimilating and analyzing data to help us make accurate and timely decisions.

- Determine, measure and monitor key indicators to demonstrate the organization’s performance.

Key Performance Indicators are measured and monitored. The KPI’s are reported internally on a monthly basis. Customers are presented KPI’s relative to their needs at Metric Meetings. Frequency of Metric Meetings are determined by the customer based on recommendations. An important KPI in the management of HVAC reliability is MTBF. Please see the discussion on MTBF given later in this response.

- Make all data needed available to the relevant people.

Managers are provided a complete set of financials at the end of every month and have access to historic and real time performance of units. They also have the ability to immediately access historical service records on any unit.

Also, the complete COM manuals (extensive operating procedures for the business) are available to any Manager.



Service Technicians can access historical information on any unit they are servicing, on-site, while servicing the unit (wirelessly on their personal handheld device). They also have a trained staff of purchasing people and parts runners to assist them in identifying, locating and obtaining whatever part or tool they need.

- Ensure that data and information are sufficiently accurate, reliable and secure.

Star Service technicians use hand held tablets with proprietary software that allows them to record, send and receive accurate data in real time in a secure environment. Using drop down menus the technician is able to reliably enter data in the same format each time. The pull downs eliminate mistakes such as spelling errors and insures the information is legible. Audits are performed by operational level managers on a weekly basis. Please see a detailed discussion later in this response on how the handhelds and the associated software and processes assure the accurate recording of field data.

Books and financial information are balanced and closed every month in every Star Service location by trained accountants whose work is reviewed before the final monthly close by our VP of Finance. Their work is audited every year by an independent third party CPA firm. This information is used by the General Manager and Operations Manager to help indentify any problem areas.

(COM 1 Section 1 Title 10 "Reporting Requirements" The objective of this policy is to provide timely, meaningful and accurate data to the various levels of management.)

Relationship management (QMP 7)

Relationships and effective communication with all interested parties is vital for effective delivery of services.

(COM 1 Section 1 Title 26 "The Linc Service Website" The objective of this policy was created to promote a global presence and facilitate communication among the Linc Service Network and supply chains)

- Determine relevant interested parties (such as suppliers, partners, customers, investors, employees, and society as a whole) and their relationship with the organization.

It is critical the proper team is established so as to insure that we can provide the level of services that will meet and exceed customer's satisfaction. For the team to be effective, clear and effective goals must be established with agreed upon objectives that work interdependently with other team member's goals. This will assure seamless delivery of the required goods and services.



- Determine and prioritize interested party relationships that need to be managed.

Once the goals are established for each team member it is critical that their actions are effectively managed to assure cohesive and seamless deliver of goods and services.

- Pool and share information, expertise and resources with relevant interested parties.

By sharing information, we can assure that everyone involved is prepared to deliver service in a timely and effective manner. This is important because it affects efficiency and productivity.

- Measure performance and provide performance feedback to interested parties, as appropriate, to enhance improvement initiatives.

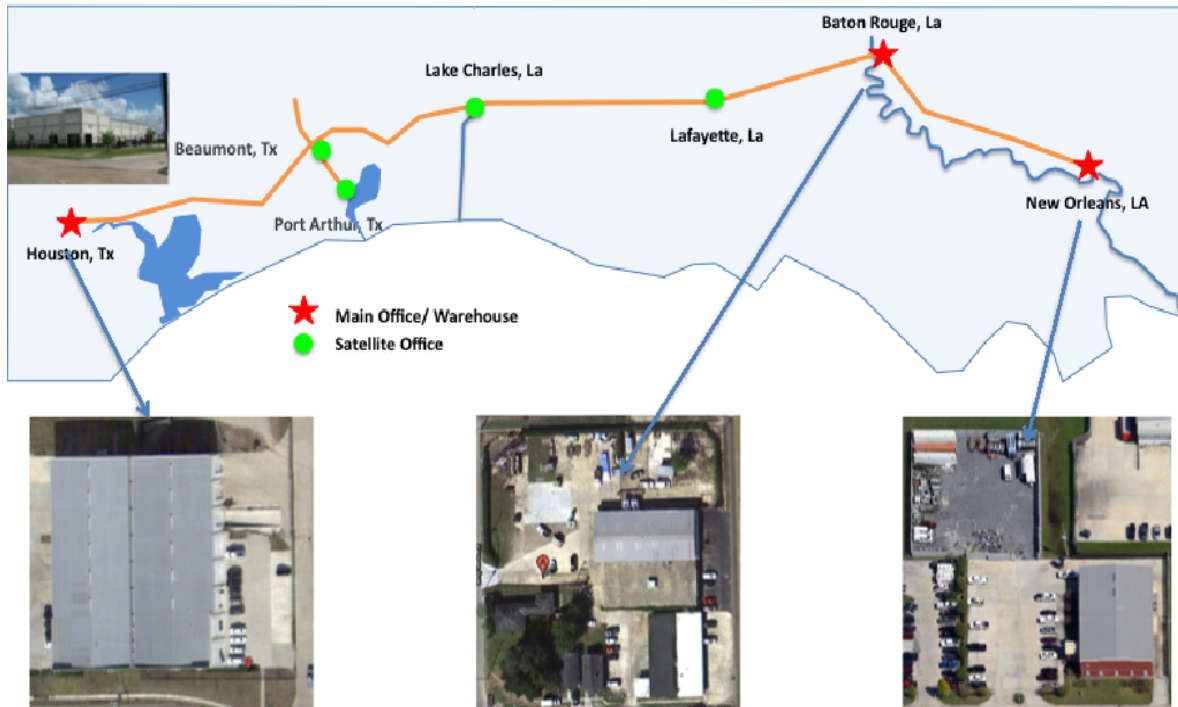
Levels of performance are captured and measured utilizing the data from our handhelds. This data is then provided to our Supervisors and Managers in various reports which allow us to track and monitor performance. Then using these reports, we are able to implement corrective actions and initiatives designed to enhance deliverables.

- Establish collaborative development and improvement activities with suppliers, partners and other interested parties.

Through collaboration we are able to work with suppliers, subcontractors and other key parties to identify and develop improvement opportunities. These opportunities range from Supply Chain improvements in delivery and cost to Demand Side improvement which helps to improve work type efficiencies.

- Encourage and recognize improvements and achievements by suppliers and partners.

Contributions by suppliers are often result in increased levels of business. We strive to support suppliers who deliver improvements which allow us to better support our customers.



Our Core Business is Full Coverage, Fixed Cost, HVAC Maintenance Contracts

Star has over 250 HVAC Technicians from Texas to Florida, 1,398 maintenance contracts in place (of which more than 900 are Full Coverage, Fixed Cost Contracts), over 200,000 tons of HVAC equipment under contract and proven results with a 98% Customer Retention Rate.

Our Technicians have an excellent support structure and are well trained. We provide excellent pay and benefits to our employees and have an outstanding employee retention rate. Our technicians are trained to operate safely and efficiently and are highly motivated to do the job right while adhering to highly ethical standards. All technicians have fully stocked trucks with quality tools, and supplies. They have 24/7 access to warehouse and supply shop supervisors, and quality technical supervisor and management support.



Star Service Inc.

TIPS – HVAC (JOC) – RFP 170303

April 27, 2017

Star Service, Inc.

7425 Major Street
Houston, Texas 77061

A Custom Proposal For:



THE INTERLOCAL PURCHASING SYSTEM

STAR SERVICE's – Safety Plan & Policies

**REQUEST FOR PROPOSAL FOR:
HVAC (JOC)**

BID# 170303



STAR SERVICE INC. SAFETY PLAN

Star Service, Inc. is committed to achieving high standards of health, safety and to providing a safe, healthy, and productive working environment for our employees as well as our client and subcontractors employees. We have a full time Safety Manager, Dan Champaign, on staff that has a lifetime of safety management experience. It is this Company's belief that all accidents are preventable and that our health and safety values will remain uncompromised. The philosophy is a top-to-bottom commitment and each level of our organization understands the importance of maintaining safety and health as one of our most important business values. We accept responsibility for safety and hold ourselves accountable for ensuring safety is a priority in the performance of every task.

Star Service has had ‘Zero’ OSHA Recordable incidences over the past five (5) years (see safety records UPLOADED IN “**OTHER RESPONSE ATTACHMENTS**”) and our Experience Modifier Ratio are as follows:

2016:	0.68
2015:	0.72
2014:	0.72
2013:	0.78
2012:	0.78
2011:	0.80
2010:	0.85

Health, Safety and Environmental Policy Statement

Star Service values the health and safety of its employees, and the environment. The purpose of this policy statement is to convey the intent of Management regarding essential matters and to establish general guidelines from which our employees will conduct themselves.

Star Service is working to manage a comprehensive Health, Safety and Environmental Management System, and to educate and train all employees regarding that System. The ultimate responsibility for the enforcement of the Management System lies with Star Service.

While each and every policy and procedure is important, Star Service Management wishes to emphasize the following:



- Job, health, safety and protection of the environment is an absolute. Health, safety, and protection of the environment are always a priority. Health, safety and the protection of the environment are as critical to our profitability as operational efficiency.
- Everyone is a "Safety Marshall". Every employee has Stop Work Authority (SWA) and the responsibility to stop an unsafe, unhealthy or potentially-damaging environmental act.
- Report all incidents, no matter how insignificant. Complete, accurate and timely information is essential to Management's ability to assess current conditions and behaviors, and execute needed change. Reporting should not only include work-related injuries, but also near misses, environmental incidents, property damage, and vehicle incidents.
- Personal protective equipment (PPE) and other safety tools: failure to use PPE and safety tools represent risk of injury and disciplinary action to those who fail to abide by such policies and procedures. Each employee is responsible for use and maintenance of PPE.
- The observance of all health, safety and environmental plans, programs, permits, reports, policies and procedures is mandatory; no exceptions. Failure to do so may result in disciplinary action, up to and including termination.

Ultimately, the key to the success of our HSE Management System is commitment by both Management and all employees.

Health, Safety and Environmental Management Plan

The elements within the Star Service Inc.' Health, Safety, and Environment Management System are intended to either **promote or create** safe, healthy, and environmentally-friendly conditions and behaviors (PPE, Hazard Communications, Lockout/Tagout, Waste Management, Spill Prevention, Countermeasures and Control, etc.) or **identify and correct or control** unsafe, unhealthy and potential-environment-damaging conditions and behaviors (Inspections, Audits, etc.) Every effort is made by this Company to train its employees to proactively achieve the positive results these programs and procedures provide.

In January of each year, Plans, Programs, Permits, Reports, Policies, and Procedures are reviewed and edited to ensure compliance with the most current standards and best practices in the industry, and success through the update of the contents of these elements (contacts, telephone numbers, information, materials, etc.). During the year, activities are conducted daily, weekly, monthly, quarterly, and annually to ensure the effective implementation of this Plan. Roles and responsibilities of management, new employees, and existing employees are identified to ensure accountability for the conduct of certain activities. Training is reviewed and scheduled to properly prepare employees to be safe and healthy in the workplace.



Health and Safety Plans and Programs

The following are a list of some of Star Service’s Safety Plans and Programs:

- Access to Employee Exposure and Medical Records Plan
- Exposure Control Plan
- Hazard Communication Program
- Transitional Duty Plan

Health and Safety Policies and Procedures

The following is a list of some of Star Service’s Health and Safety Policies and Procedures:

- Access to Employee Exposure and Medical Record
- Accident Prevention Signs and Tags
- Asbestos Awareness
- Assured Grounding
- Behavioral Based Safety
- Bloodborne Pathogens (Exposure Control)
- Confined Space Entry (Permit Required)
- Control of Hazardous Energy (Lockout / Tagout)
- Discipline
- Drug and Alcohol Abuse/Contraband
- Star Service is a member of DISA Contractor Consortium
 - ISN Network
 - Browz
 - X-Net
 - Pics Safety
- Electrical Safety-Qualified
- Electrical – Non-Qualified
- Emergency Action/Fire Prevention
- Fall Protection
- Fire Extinguisher/Safety
- First Aid/CPR
- Fleet Safety / Defensive Driving
- Forklift Operation
- Hazard Communication



- HAZWOPER
- Heat Stress Prevention
- Hydrogen Sulfide
- Incident Reporting and Investigating
- Inspections
- Job Safety Analysis (JSA)
- Manlift / Aerial Lift
- Material and Parts Procurement
- Occupational Noise/Hearing Conservation
- Personal Protective Equipment
- Process Safety Management (PSM)
- Respiratory Protection
- Responsibilities
- Safe Work Practices
- Safety Meetings
- Scaffold User
- Short Service Employee (SSE)
- Sub-contract Company Responsibilities
- Welding, Burning and Cutting/Fire Watch

Environmental Plans and Programs

The following are some of Star Service's Environmental Plans and Programs:

- Refrigerant Handling Procedure
- Refrigerant Recycling Rule

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

**Notice to Vendors Conflict of Interest
Disclosure Statements Texas Local
Government Code, Chapter 176**

Vendors are required to file a Conflict of Interest Questionnaire (Form CIQ) with the ESC 8/TIPS, **if an employment or business relationship or family relationship exists** between the vendor and a local government officer ("LGO") of the ESC 8/TIPS or a family member of the LGO. **THERE ARE POTENTIAL CRIMINAL PENALTIES FOR FAILURE TO COMPLY WITH TEX. LOCAL GOVT. CODE CHAPTER 176.** Certain terms used herein are defined in Chapter 176. Vendors are encouraged to review and become familiar with all disclosure requirements of Chapter 176 and Form CIQ. The information contained herein is for information purposes only and shall not be construed as legal advice. "Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent (including an employee) of a vendor.

A vendor is required to file a completed Form CIQ if the vendor has a business relationship with Education Service Center Region 8 (TIPS) and:

1. has an employment or other business relationship with a Local Government Officer ("LGO") of the ESC 8/TIPS, or a family member of the LGO;
2. has given a LGO of the ESC 8/TIPS or a family member of the LGO, one or more gifts that have the aggregate value of more than \$100 in the 12-month period specified in Loc. Govt. Code Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
3. has a family relationship with a LGO of the ESC 8/TIPS.

Form CIQ must be filed with the appropriate ESC 8/TIPS records administrator:

1. Not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the district or ESC 8/TIPS; or
 - (B) submits to the district or ESC 8/TIPS an application, response to a request for proposals or bids, correspondence, or other writing related to a potential contract with the District or ESC 8/TIPS; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a LGO, or a family member of the LGO;
 - (B) that the vendor has given one or more gifts described above; or
 - (C) of a family relationship with a LGO.
2. The vendor also shall file an updated completed questionnaire (Form CIQ) not later than the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire in complete or inaccurate

Local Government Officers (LGOs) of the Education Service Center Region 8 (TIPS) may be found at:

http://www.reg8.net/106311_2

1. **Executive Director of Education Service Center Region 8 is Dr. David Fitts.**
2. **An agent (including an employee) of Service Center Region 8 who exercises discretion in the planning, recommending, selecting, or contracting of a vendor.**

If you are required to file a Conflict of Interest Questionnaire (Form CIQ), send the completed form to Richard Powell, Service Center Region 8 at Rpowell@reg8.net or address to 4845 US Hwy 271 North, Pittsburg, Texas 75686.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Star Service, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

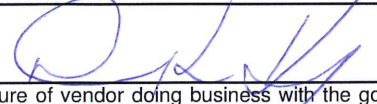
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

4/27/17

Date