

# **TIPS VENDOR AGREEMENT (JOC)**

**Between** Logical Solutions Inc **and**  
(Company Name)

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

## **General Information**

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

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

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

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

## **Terms and Conditions**

### **Conflicts with RS Means Unit Price Book**

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

### **Freight**

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### **Warranty Conditions**

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

### **Customer Support**

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

### **Agreements**

Agreements for purchase will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

### **Davis Bacon Act**

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

### **Other Wage Rates**

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

### **Tax exempt status**

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

### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

### **Disclosures**

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan,

gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Term and Renewal of Agreements**

The Agreement with TIPS is for two (2) years with an option for renewal for additional two (2) consecutive one-year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "Termination for Convenience". The Second one-year renewal term is only if both Parties agree.

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

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

### **Shipments**

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

### **Invoices**

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

### **Pricing**

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

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

#### **Participation Fees and Reporting of Sales to TIPS by Vendor**

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

#### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

#### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.**

Per Texas Education Code §44.032(f), reasonable Attorney's fees

are recoverable by the prevailing party in any dispute resulting in litigation.

#### **State of Texas Franchise Tax**

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

#### **Miscellaneous**

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

#### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

#### **Termination for Convenience of TIPS Agreement Only**

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

#### **TIPS Member Purchasing Procedures**

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

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

#### **Form of Agreement and Reporting**

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

## **Licenses**

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

## **Novation**

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

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

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

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

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

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

## **Smoking**

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

## **Marketing**

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



**Supplemental agreements**

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

**Survival Clause**

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

**Legal obligations**

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

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

**Force Majeure**

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

**Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from

this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

#### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

#### **Bonding**

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

#### **Professional Engineering and Architect's Services**

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

#### **Scope of Services**

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

#### **Project Delivery Order Procedures**

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



### **Scheduling of Projects**

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

### **Support Requirements**

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

### **Status of TIPS Members as Related to This Agreement**

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

### **Incorporation of Solicitation**

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

### **SECTION HEADERS OR TITLES**

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

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

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

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

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

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

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

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

- **Agreements:**

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

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

# TIPS Vendor Agreement Signature Form

RFP 200201 Trades Labor and Materials (JOC)

Company Name Logical Solutions Inc.  
Address 407 International Parkway, Suite 406  
City Richardson State TX Zip 75081  
Phone 972.437.5500 Fax 972.437.3318  
Email of Authorized Representative bblackerby@lsicontrols.com  
Name of Authorized Representative Ben Blackerby  
Title Vice President of Operations  
Signature of Authorized Representative   
Date 03/09/2020  
TIPS Authorized Representative Name Meredith Barton  
Title Chief Operating Officer  
TIPS Authorized Representative Signature   
Approved by ESC Region 8   
Date 4/23/2020

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

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



## 200201 Addendum 3

### Logical Solutions Inc

### Supplier Response

#### Event Information

Number: 200201 Addendum 3  
Title: Trades, Labor and Materials (JOC)  
Type: Request for Proposal  
Issue Date: 2/6/2020  
Deadline: 4/3/2020 03:00 PM (CT)  
Notes: If your company currently has a Job Order Contracting (181101) **it is not necessary or beneficial to you to respond to this solicitation as your current contracts allow you to perform the same work as this new solicitation would permit.** Unless and if you wish to bid different terms, pricing or otherwise change from your existing contract, Job Order Contracting (181101), proposing on the current solicitation provides no additional benefits to your company.

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

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

## **Contact Information**

Contact: Jensen Mabe, Construction Program Manager  
Address: Region VIII Education Service Center  
4845  
Pittsburg, TX 75686  
Phone: +1 (903) 438-6237  
Fax: +1 (866) 839-8472  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)



## Logical Solutions Inc Information

Address: 407 International Parkway  
Suite 406  
Richardson, TX 75081  
Phone: (972) 437-5500 x24  
Fax: (972) 437-3318

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

Chris Mogan

*Signature*

*Submitted at 4/2/2020 3:14:04 PM*

cmrogan@lsicontrols.com

*Email*

## Requested Attachments

### Vendor Agreement

200201 Vendor Agreement JOC\_030920.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form

200201 Vendor Agreement Signature Form\_031120.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### Pricing Spreadsheet

Completed 200201 Pricing Form.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### RS Means Pricing Form JOC

Completed RS Means.pdf

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

DO NOT UPLOAD encrypted or password protected files.

### Xactimate Pricing JOC Form

*No response*

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

### References

Completed Reference Form JOC.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Proposed Goods and Services

ALC Parts List.pdf

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

## D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## HUB Certification OPTIONAL

No response

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can. Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

## Warranty

Project\_Warranty\_-\_ (Job\_Name\_-\_1\_Year)\_-\_Standard (1).pdf

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

## Supplementary

Logical Solutions Inc Supplementary Docs - 2020.pdf

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

## All Other Certificates

Cert of Corp Officer.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Logo and Other Company Marks

LSI\_logo\_2COLOR.jpg

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

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

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS  
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

## Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

Cert of Corp Officer.pdf

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

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

No response

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

## Confidentiality Form

CONFIDENTIALITY\_CLAIM\_FORM Completed.pdf

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

## Bonding Capacity Letter from Surety/Insurance Company

LSI Bond Letter 2020.pdf

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

## Bid Attributes

### 1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

### 2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>

or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

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

### 3 Yes - No

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

### 4 States Served:

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

### 5 Company and/or Product Description:

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

LSi has enjoyed a partnership with a dynamic and innovative company - Automated Logic Corporation (ALC). A leader in the industry for over two decades, ALC continues to be at the forefront of innovative technologies for energy management and building automation. ALC and LSi - an outstanding combination for innovative building control! LSi has partnered with industry leading electronic access control and video surveillance manufacturers. Our solutions are at your fingertips for systems integrations: from card reader and camera installation, to software configuration and integration with third party components, your building has never been so powerful. LSi exists to provide stability and growth for our employees while enabling our customers to achieve energy conservation, comfort and security solutions.

### 6 Primary Contact Name

Primary Contact Name

### 7 Primary Contact Title

Primary Contact Title

8	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="dtarver@lsicontrols.com"/>
9	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9724375500445"/>
10	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9724373318"/>
11	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4696285086"/>
12	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Ben Blackerby"/>
13	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Vice President of Operations"/>
14	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="bblackerby@lsicontrols.com"/>
15	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9724375500445"/>
16	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9724373318"/>
17	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8175076034"/>

18	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Bruce Holman"/>
19	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="bholman@lsicontrols.com"/>
20	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9724375500445"/>
21	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Redonda McDaniels"/>
22	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="RMcDaniels@lsicontrols.com"/>
23	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9724375500"/>
24	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="www.lsicontrols.com"/>
25	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="75-2607754"/>
26	<b>Primary Address</b> Primary Address <input type="text" value="407 International Parkway Suite 406"/>
27	<b>Primary Address City</b> Primary Address City <input type="text" value="Richardson"/>
28	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>

29

**Primary Address Zip**

Primary Address Zip

75081

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, Controls, Energy, Automation, Security, Access, Camera, Video, Service, Engineering, IOT

31

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

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

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

Yes

32

**Yes - No**

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

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

OR

(B) employs at least 500 persons in Texas?

Yes

33

**Company Residence (City)**

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

Richardson

34

**Company Residence (State)**

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

Texas



3  
5**TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3  
6**Yes - No**

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3  
7**Regular Hours Coefficient**

What is your regular hours coefficient for the RS Means Price Book?

Example:

A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient.

Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.

3  
8**After Hours Coefficient**

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?

Example:

The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45.

Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.

3  
9**Non-Pre-Priced Markup**

If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup?

Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.

4  
0**Yes - No**

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

4  
1**Years Experience**

Company years experience in this category?

4  
2**Right of Refusal**

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

4  
3**NON-COLLUSIVE BIDDING CERTIFICATE**

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

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

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

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

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

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

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

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

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

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

4  
5**Filing of Form CIQ**

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

4  
6**Regulatory Standing**

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

4  
7

**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

*No response*

4  
8

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

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

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

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

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

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

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

## Suspension or Debarment Instructions

### Instructions for Certification:

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

50

**Suspension or Debarment Certification**

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

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

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

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**Non-Discrimination Statement and Certification**

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, 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](mailto:program.intake@usda.gov).

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

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

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

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

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

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

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

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

**5 3 2 CFR PART 200 Contracts**

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

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

Does vendor agree?

**5 4 2 CFR PART 200 Termination**

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

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

Does vendor agree?



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

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

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

Does vendor agree?

5  
6**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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

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

Does vendor agree?

5  
7**2 CFR PART 200 Federal Rule**

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

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

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

**58 2 CFR PART 200 Procurement of Recovered Materials**

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

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

**59 Certification Regarding Lobbying**

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

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

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

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

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

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

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

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

**61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

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

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

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

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

do you agree to comply with the following federal requirements?

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

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

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

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

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

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

YES

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**Davis-Bacon Act compliance.**

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

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

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

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

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

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**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

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## Remedies

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

Do you agree to these terms?

Yes, I Agree

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## Remedies Explanation of No Answer

No response

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## Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

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

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9**Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

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?

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0**Alternative Dispute Resolution Explanation of No Answer**7  
1**Infringement(s)**

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

Do you agree to these terms?

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2**Infringement(s) Explanation of No Answer**7  
3**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?

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



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### 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.

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### Payment Terms and Funding Out Clause

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

## **7 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](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

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

**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

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

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

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

I certify that:

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

**OR**

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

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

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

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

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

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

☐ None

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

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

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## **Texas Government Code 2270 Verification Form**

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg,TX,75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

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

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

YES

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### Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

\* Your Vendor Profile Page of TIPS website

\* Potentially on TIPS website scroll bar for Top Performing Vendors

\* TIPS Quarterly eNewsletter sent to TIPS Members

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

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### Felony Conviction Notice

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

Select A., B. or C.

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

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

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

B. Firm not owned nor operated by felon; per above

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

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

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

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

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

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

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5**Choice of Law clauses for TIPS Members**

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

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6**Venue of dispute resolution with a TIPS Member**

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

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7***Attribute deleted as part of an Addendum***8  
8**Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

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

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9**Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

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

90

**Required Vendor Sales Reporting**

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

91

**Solicitation Deviation/Compliance**

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

92

**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.

93

**Agreement Deviation/Compliance**

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

94

**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.

## 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.

**Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.**

You may provide more than three (3) references.

[illegible]



**CERTIFICATION BY CORPORATE OFFERER**

**COMPLETE ONLY IF OFFERER IS A CORPORATION,  
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF  
PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** LOGICAL SOLUTIONS, INC.  
(Name of Corporation)

DANIEL TARVER certify that I am the Secretary of the Corporation  
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

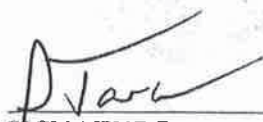
BEN BLACKBERRY  
(Name of person who completed proposal document)

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

VICE PRESIDENT OF OPERATIONS  
(Title/Position of person signing proposal/offer document within the corporation)

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

  
CORPORATE SEAL if available

  
SIGNATURE

4/1/2020  
DATE

**Required Confidential Information Status Form**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Logical Solutions Inc.

Name of company

Chris Morgan Sr. Account Executive

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

407 International Parkway, Suite 406 Richardson TX 75081 972-437-5500

Address

City

State

ZIP

Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION.**

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

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

Signature \_\_\_\_\_ Date 4/01/2020

**OR** -----

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

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

Signature Chris Morgan Digitally signed by Chris Morgan  
Date: 2020.04.02 13:56:40 -05'00' Date 4/01/2020



## Project Warranty, Acceptance, & Closeout

Project Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
\_\_\_\_\_  
LSI Job #: \_\_\_\_\_  
Customer Contact: \_\_\_\_\_  
Phone / Email: \_\_\_\_\_

The Energy Management/Building Automation System at the above referenced project has been measured against the project scope of work and / or acceptance criteria. Upon signature, this project has been formally accepted on behalf of the customer. Upon customer final approval this project will now enter the warranty period.

### PROJECT WARRANTY

Warranty Start Date: \_\_\_\_\_ Warranty End Date: (1-Year Standard)

Should any problem(s) arise with your system that require attention, the customer can call upon Logical Solutions, Inc. for warranty service calls at any time during the warranty period. Expectations for warranty service responses are within 24 hours of receipt unless otherwise stated during request. Logical Solutions has full service capabilities. We are interested in working with you to assure optimum performance of your system during and after the warranty period.

LSI Contact Information: TBD – Project Manager  
Billy Cudd – Service Manager

E: TBD  
E: [bcudd@lsicontrols.com](mailto:bcudd@lsicontrols.com)

O: 972-437-5500  
O: 972-437-5500 x 110

### CUSTOMER PROJECT CLOSEOUT ACCEPTANCE

This document certifies that all work for the above referenced project has been completed in accordance with the provided proposal to Logical Solutions, Inc. If this document is not executed or rejected within **10 business days** of receipt, LSI will assume acceptance of warranty and the period will begin on the date stated above.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Customer Name (Printed): \_\_\_\_\_  
Logical Solutions, Inc, Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Logical Solutions, Inc. Name (Printed): \_\_\_\_\_

407 International Parkway, Suite 406 | Richardson, TX 75081

Phone 972.437.5500 | Fax 972.437.3318 | [www.lsicontrols.com](http://www.lsicontrols.com) | TX B15530



## ABOUT LSi

**LSi provides one simple solution for integration and control of HVAC, electrical, fire, security, emergency generators, computer rooms, and other building systems. We're proud to have exceeded expectations within a variety of markets, including:**

- Commercial Office Buildings & Campuses
- Critical Systems/Data Centers
- Educational Facilities
- Healthcare Buildings & Campuses
- Hospitality & Entertainment Venues
- Industrial Sites
- Pharmaceutical Facilities
- Religious Institutions

Since 1995, LSi has enjoyed a partnership with a dynamic and innovative company - Automated Logic Corporation (ALC). A leader in the industry for over two decades, ALC continues to be at the forefront of innovative technologies. ALC and LSi - an outstanding combination for innovative building control!

We put the power in your hands through robust yet intuitive software - allowing you to control your facility on any computer with internet access. The freedom for seamless system integration can be yours, with open communication protocols enabling integration of third-party elements like security, fire, lighting, and other key mechanical systems.

Additionally, LSi is a licensed security provider in the state of Texas (TXB15530). We offer security system design, installation, and service.



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## GOING GREEN

**How “green” is your building? Beginning with our complimentary analysis of your current Energy Management strategies, LSi can help you achieve optimum performance, return on investment, and certifications to validate the energy efficiency of your facility.**

### **Energy Star Rating Survey**

LSi personnel conducts a comprehensive site visit to survey existing equipment, and evaluate any incumbent building management system. A variety of factors are considered, such as operating hours, number of tenants, square footage, after hours usage and billing, and the past 12 months of energy bills. We then utilize Portfolio Manager to calculate the facilities’ Energy Star Rating. Recommendations for score improvement are made, and when Energy Star Rating is achieved, LSi can assist in certification and processing of approved paperwork.

### **LEED**

Striving for a level of LEED Certification by the US Green Buildings Council? LSi can act as a key component in your effort. Our expertise with certified projects will help you reach your goal.

### **ROI Analysis**

Are you getting the most from your investment? Let LSi evaluate your facility and equipment to show how you can achieve greater energy savings, reduce costs, and improve tenant comfort.

### **Consultation**

As an industry expert, LSi keeps our clients apprised of the latest regulatory changes, Legislative Updates, and Energy Incentives in the industry.



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## SERVICE

**Our dedicated LSi Service Team has a proven track record, with unmatched experience encompassing energy-related controls and instrumentation projects. To ensure that your facility is properly supported, LSi offers structured technical support programs that include all preventative and scheduled system performance calibrations and future upgrades.**

We offer four comprehensive programs tailored to suit your needs, beginning with the simple annual Preventative Support Program, or the all-inclusive Premium All-Inclusive Support Program. Each program offers scaled solutions and discounted rates for:

- Telephone Support
- Preventative Maintenance Inspections
- ALC Parts Pricing
- Time & Material Rates
- Labor for Onsite Repair Service
- Priority Onsite Response
- Software Upgrade
- Operator Training



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We make data **big.**<sup>™</sup>

Next level building automation engineered  
to help you make smart decisions.

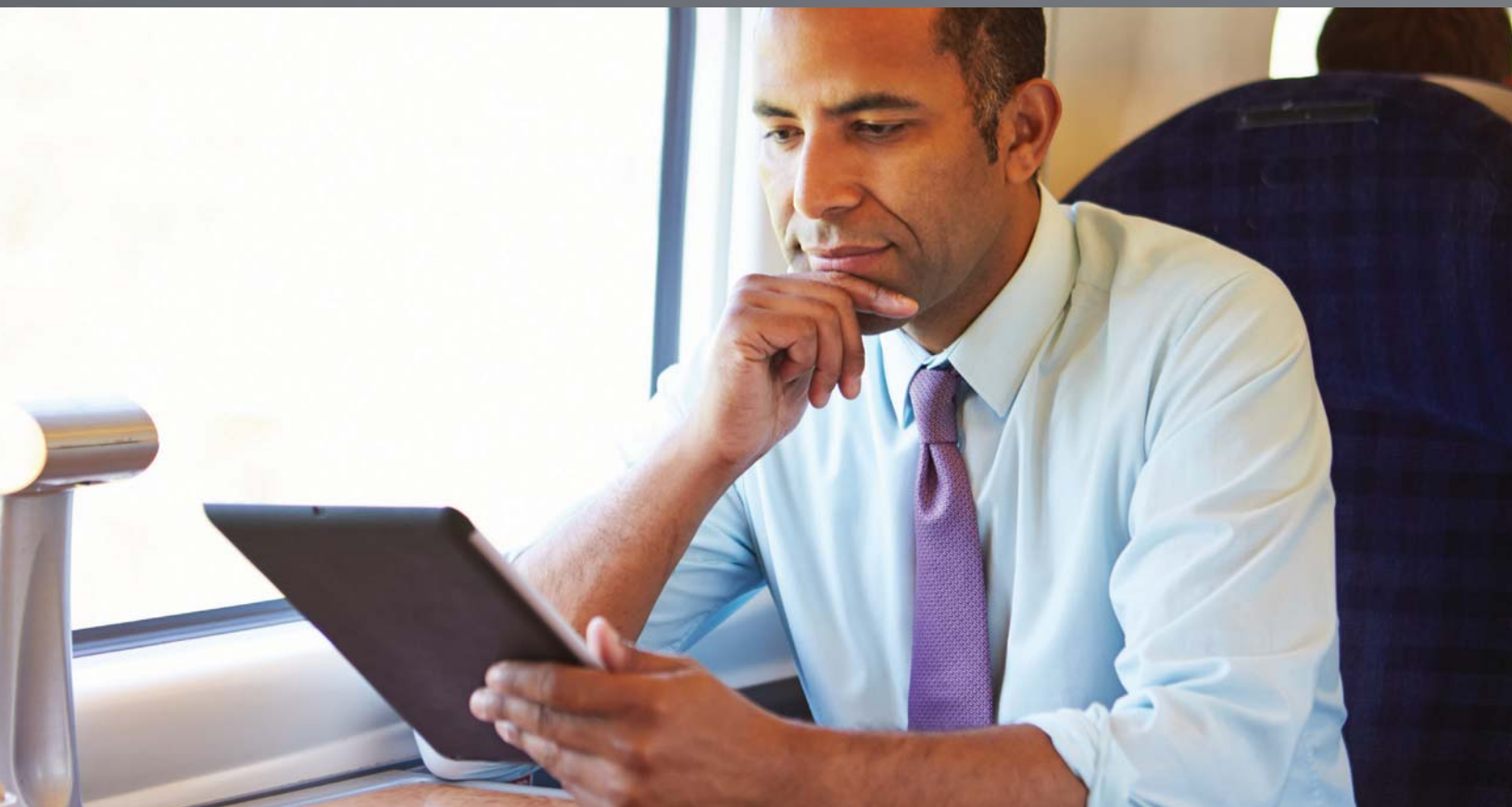


# BUILDING AUTOMATION SYSTEM



In today's buildings, the power of an innovative, easy-to-use  
automation system is a **big** deal.





# WebCTRL® Building Automation System

## The power is in the platform.

---

Since its beginning, Automated Logic has focused on one objective: developing innovative building automation systems with the latest technologies to offer operational freedom, flexibility and ease of use. Now more than ever, the WebCTRL® building automation system brings that objective to life—in a **big** way.

**The WebCTRL® system is much more than simple building automation. It is a powerful web-based building automation platform with software tools that help you keep occupants comfortable, manage energy conservation measures, identify key operational problems and analyze the results.** And, best of all, this can all be done anytime/anywhere, through a variety of Internet devices, from desktop PCs to web-enabled cell phones.

- Powerful, comprehensive building management with intuitive, point-and-click graphical access
- Dynamic color floor plans convey a quick understanding of building conditions
- Customizable graphics, schedules, trends, reports, and alarms
- Inherent WebCTRL Environmental Index™ tool for measuring, analyzing, and comparing comfort conditions against setpoints, helping you balance comfort with efficiency
- Powerful WebCTRL Time-lapse™ graphics for analyzing and troubleshooting up to 24 hours of past building operation
- Built-in Fault Detection and Diagnostics (FDD), to help anticipate, provide insight, and automatically respond to building issues



# Our thinking behind the WebCTRL® Building Automation System?

**In building automation, open standards mean open possibilities.**

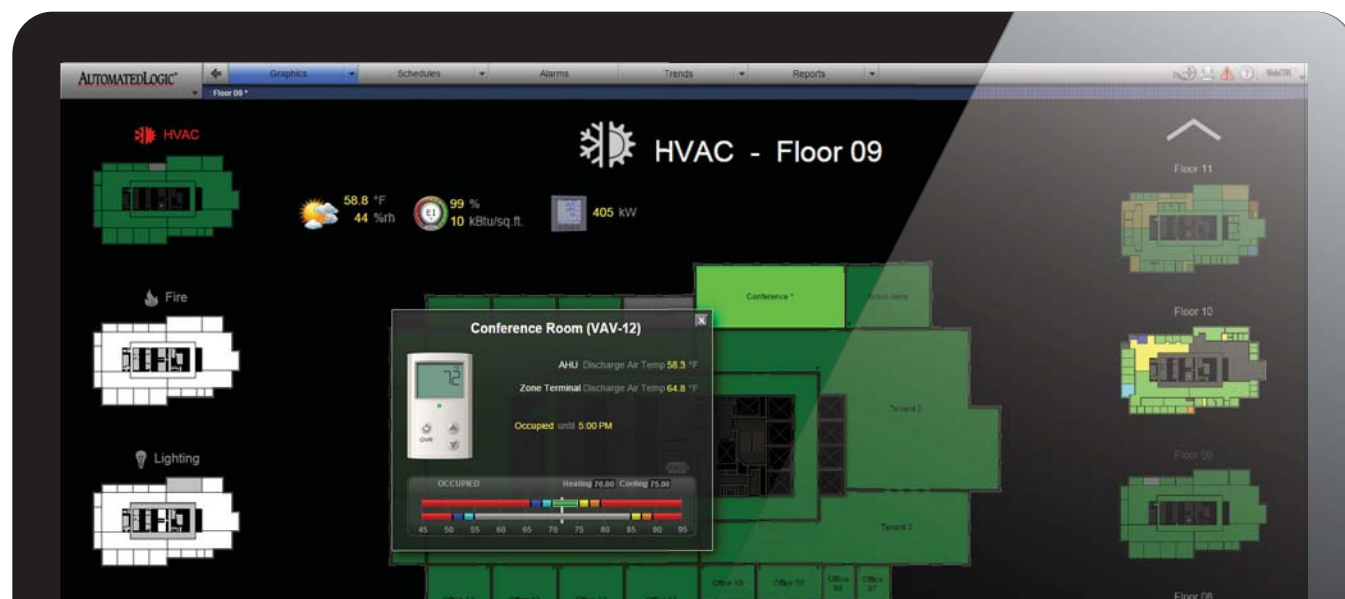
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The Automated Logic commitment to open standards is front-and-center with the WebCTRL® building automation system. Only open standards can take full advantage of the latest web technologies, enabling WebCTRL systems to offer end-to-end operating freedom.

WebCTRL systems support major communications protocols, including BACnet, LonWorks®, Modbus® and SNMP. With its ability to run on Java2-compliant server platforms such as Windows®, Redhat Enterprise Linux®, and Ubuntu, the WebCTRL system can operate with many JDBC-compliant databases, including MS Access®, MySQL, MS SQL Server, PostgreSQL and Oracle®. WebCTRL systems can easily share data with enterprise or third-party systems to accomplish a range of tasks, including:

- Generation of bills for tenants' off-hours usage
- Automatic generation of building systems' maintenance work orders
- Demand reduction, by participating in energy rebate programs using the OpenADR® 2.0 protocol

With these capabilities and more, you can configure, network and manage building control systems in ways that best serve your operating needs and budget.



The WebCTRL® building automation system gives you the ability to understand your building operations and analyze the results. The WebCTRL system integrates environmental, energy, security and safety systems into one powerful management tool that allows you to reduce energy consumption, increase occupant comfort, and achieve sustainable building operations. Our web-based system allows building managers to control and access information about their HVAC, lighting, central plant and critical processes on premises or remotely at any time of day.

# Building control can be complicated.

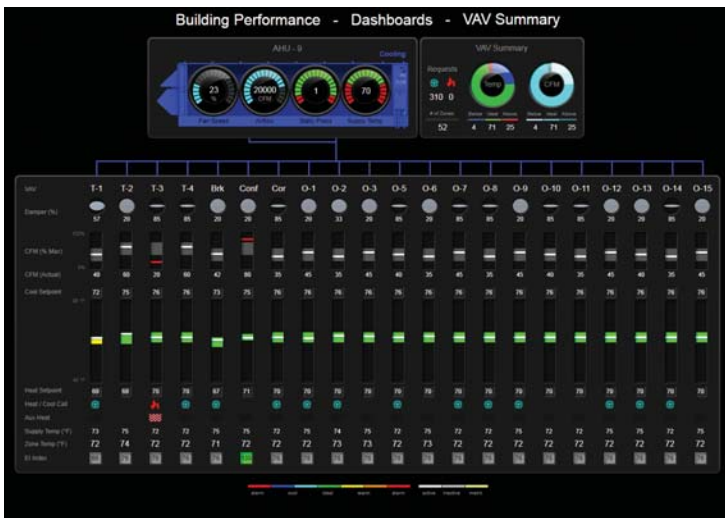
**We work harder to keep it simple.**

With flexibility and capabilities like ours, the WebCTRL® system takes the complexity out of web-based building automation.

The potential of the WebCTRL system is universal—literally.

It enables you to access your building automation system from anywhere in the world through a number of devices—including desktop computers, laptop computers, tablets and cell phones—equipped with up-to-date browsers. And without the need for add-on software.

That communications flexibility extends to its functionality as well. WebCTRL systems provide local to global energy management and control—from single-user, single-site to multi-user, multi-site, and even multi-server installations. The system easily interfaces with major electrical and mechanical subsystems including standby generators, lighting and fire systems, building elevator systems and more. Combined with its intuitive navigation and graphical user interface, the WebCTRL building automation system offers users efficiency and productivity all in one streamlined location.



# Save your energy— The features are all here.

The WebCTRL® building automation system not only helps you to save energy—it can also help save on expenses.

- **Power of Data Visualization** – Educate your audience by displaying live data such as current energy and water usage, indoor air quality (IAQ), outdoor air conditions, and much more. Show live data on floor plans—like energy use, temperatures or occupancy.
- **Power of Integration** – The WebCTRL system integrates building systems, including environmental, energy, security and safety systems, so they can all be managed through a single, web-based management tool.
- **Power of our Dealers** – Automated Logic's worldwide network of authorized dealers includes more than 170 field offices with proven experience in building automation, energy management and controls. This team, consisting of company branches as well as independently owned dealers, guides customers through the process of designing, engineering, installing and maintaining the WebCTRL system.

Unlike other systems, the WebCTRL building automation system provides powerful energy-saving and analytics features that are fully integrated at installation.

- **Setpoint Optimization** – calculates optimum setpoint values based on actual operating requirements
- **Optimum Start** – assures comfortable settings at time of occupancy based on building conditions and system capacity
- **Demand Reduction** – allows utility suppliers to automatically and securely communicate with a building automation system to reduce energy demand during critical periods. We support the OpenADR 2.0a/2.0b protocol.
- **Time-lapse™ Graphics** – rolls back time, up to a 24-hour slice, playing back hours of real-time data in just minutes
- **Environmental Index™ Tool** – measures, analyzes and compares data, helping you balance comfort with efficiency
- **Fault Detection & Diagnostics** – measures, anticipates, provides insight, and automatically responds to system conditions that are not necessarily critical, but may be trending that way – all with the goal of improved operational performance.



These energy-saving functions are combined with an abundance of other standard operating features.

- **Thermographic Color Floor Plans** – convey a quick understanding of facility-wide comfort and operating conditions
- **Hierarchical and Group Scheduling** – supports customized, graphically displayed schedules for buildings, floors, zones or equipment groups to manage energy use with flexibility and ease
- **Trends and Scatter Plot Tools** – enables operators to track and troubleshoot building conditions
- **Logging/Reporting** – extracts and formats building data from a browser to Acrobat®, Excel® and other applications with a single click
- **Logical Alarming** – generates alarms and notifies users after specified events have occurred

# Intelligence has never been this intuitive.

With the WebCTRL® system platform, the only thing better than the building automation features is how easy we make it to use them. Take a quick glance at some of our capabilities on display.



Control multiple buildings with secure browser access from anywhere in the world.



Immediately understand the of conditions in your building with WebCTRL thermographic floorplans.



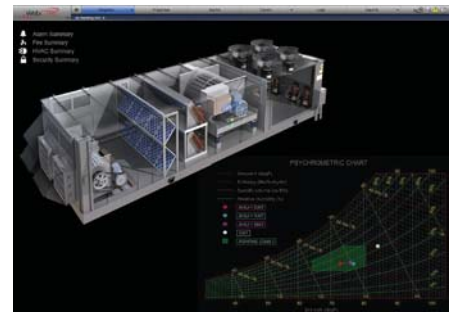
Define appropriate zone control setpoints with a simple graphical adjustment.



Automatically suppress downstream equipment alarms with WebCTRL Fault Detection and Diagnostics (FDD), making it easier to diagnose problems.

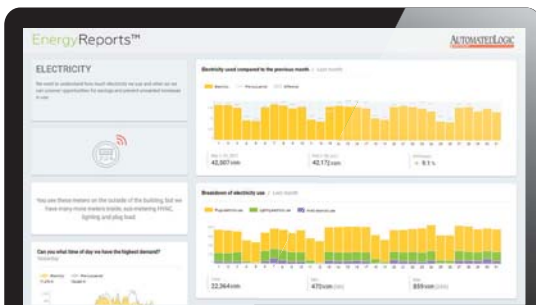


Review floor plans, equipment graphics, trending and alarms over a past period of time so you can quickly identify and resolve building control issues.



Diagnose problems, or simulate operational data to evaluate the performance of equipment with the WebCTRL EIKON® graphical programming tool.

Additional add-ons compliment the WebCTRL system and allow building owners to create reports and showcase information.

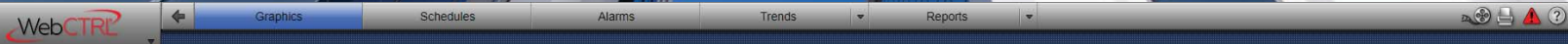


Compare energy consumption or demand over different time periods with simple drop-down menus and calendar control options with WebCTRL EnergyReports™ package.

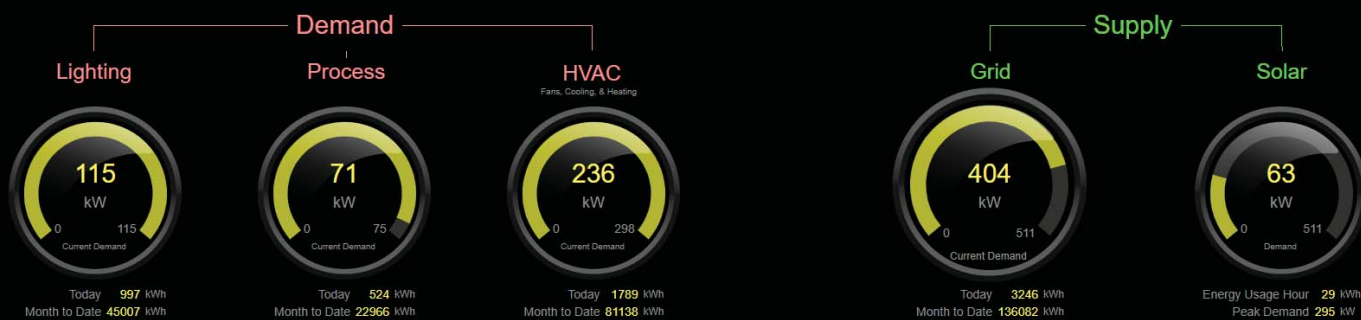
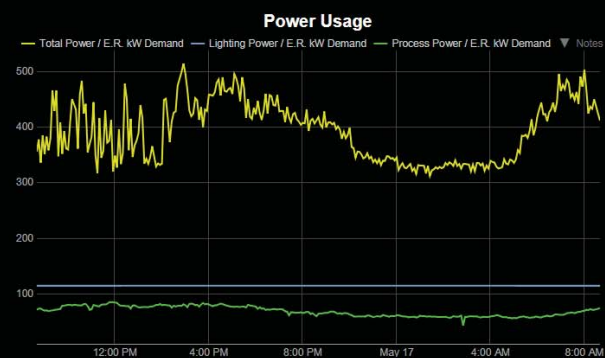
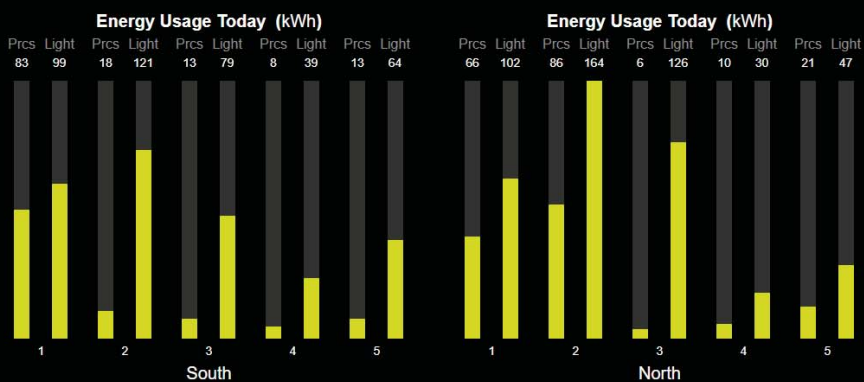


Engage visitors with this interactive display to learn about your building's sophisticated operating system, highlighting your most innovative green building features with the Eco-Screen® sustainability kiosk.





## Campus Energy



**See it for yourself!** For more information, including an on-site demonstration, contact your local authorized dealer, call us at 770-429-3000 or visit [www.automatedlogic.com](http://www.automatedlogic.com).

# We make data **big.**<sup>TM</sup>

These days, everyone's making a big deal of big data. But the fact is, Automated Logic has been putting analytics to work in buildings for more than 30 years. We design and develop intuitive, intelligent, complete controls and interfaces that make it easy for building owners and managers to balance efficiency with occupant comfort. And in making it simpler to use building information and analytics to drive smart decisions, we make data **big**.



For over four decades, Automated Logic has been producing high-quality building automation systems. We are part of UTC Climate, Controls and Security, a unit of United Technologies Corporation, a leading provider to the aerospace and building systems industries worldwide. More information can be found on [www.utc.com](http://www.utc.com).



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Made in the USA

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## AUTOMATEDLOGIC

United Technologies

We make data **big.**<sup>TM</sup>

Next level building automation engineered to help you make smart decisions.

06222018

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to help you make smart decisions.

# WebCTRL<sup>®</sup> BUILDING ANALYTICS



The tools you need to maximize building efficiency in a **big** way.



# We make data **big.**<sup>TM</sup>

While there's a lot of buzz around big data in today's buildings, data is only powerful when it can be organized, understood and used to make smart decisions. That's where Automated Logic comes in. We're known throughout the industry for providing the native, integral set of analytical tools that deliver the understanding, prompt action and historical record you need. And in providing the resources that can simplify the analysis of building data, we make it big.



## The WebCTRL<sup>®</sup> system

### Every smart building needs a cornerstone.

A proven, industry-leading system from the original name in building analytics, WebCTRL<sup>®</sup> gives you the ability to fully understand your operations and analyze the results with tools that make sense to you.

**The Power of Simplicity provides analytical tools that help you achieve all areas of building optimization.**

- Maintain comfort and productivity
- Deliver operating efficiencies
- Balance occupant needs and operating costs
- Anticipate system issues
- Maintain sustainability
- Document your successful results

Look at your building automation system as the gathering place, the repository of all operating data and information related to your building. Whether it is temperature history, utility metering, trend data, or comfort measurement, your WebCTRL system effectively packages the information you need for management of your facilities.

# WebCTRL Environmental Index™ tool

## The right tools make everyone comfortable.

Whether you're talking about office buildings, schools, healthcare facilities or any other occupied space, comfort is key. It cannot, however, come at the expense of optimum efficiency. That's why Automated Logic has the native tools to help you measure, analyze and compare data to help you balance comfort with efficiency.

The Automated Logic Environmental Index (also known as a Comfort Index) is the ideal tool for analyzing ongoing operations as well as assessing your sustainability targets. The index rolls up granular zone data, allowing you general operational insight with the ability to drill down to any zone in question.

The traditional approach of considering building operating and life cycle costs doesn't even take into account occupant salaries, which are far greater and of much more impact when productivity is considered. Notice the difference between the two pie charts when occupant salary costs are considered.

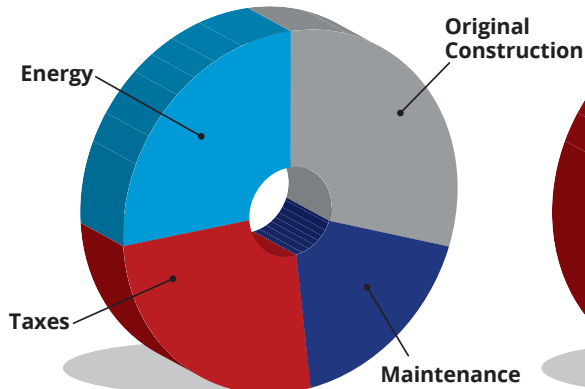


Figure 1: Life cycle building costs breakdown

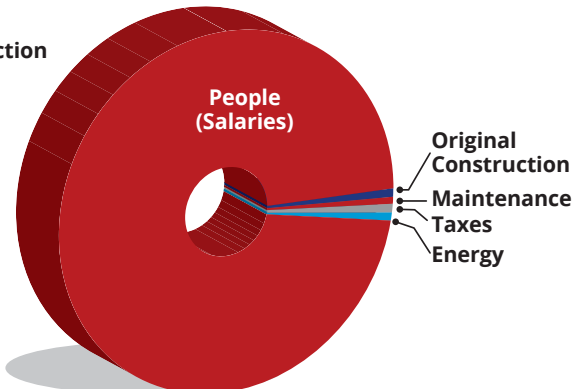


Figure 2: Life cycle building costs breakdown with people (salaries)

From Figure 1 it's easy to see that the energy cost is the largest single item in the annual facility budget, and if you amortize the original building construction over a 30-year life, the cost of the energy used within the building easily exceeds the cost to put up the building in the first place.

Figure 2 makes it clear that what we traditionally consider to be building costs are dwarfed by the salaries of the people who work inside the building.

*Actual breakdown may vary by specific building parameters.*

The Environmental Index is your analysis tool for assessing how well systems are controlling, identifying problem areas, and delivering the justification for remedial action.

A live, dynamic dashboard provides real-time analysis of conditions so the operator has insight on exactly what is going on without having to rely on a remote "expert" in the cloud who's unfamiliar with your building.



# Trend and Scatter Plot Tools

## Assess your operations at your fingertips.

Information is power, and Automated Logic gives you both with the delivery of a fully capable trending tool. Trend all of the points in your system and have the full benefit of robust historical information.

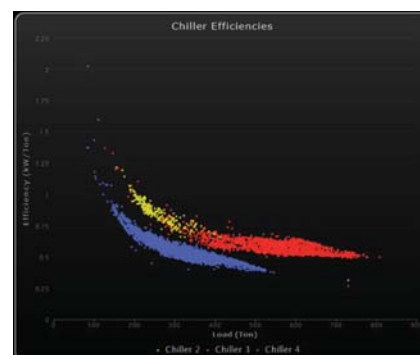
At Automated Logic, we deliver complete trending tools for your building. With our high-speed architecture and distributed trend gathering, all physical parameters (i.e., temperature, relative humidity, dew point, CFM, pressure) are historically trended and securely stored. In addition, all environmental data, both current and historical, can be shown in a tabular or graphical display.

Our scatter plot displays deliver a firsthand diagnostic perspective on your major equipment, allowing you to assess system efficiency versus load to further optimize your operation.

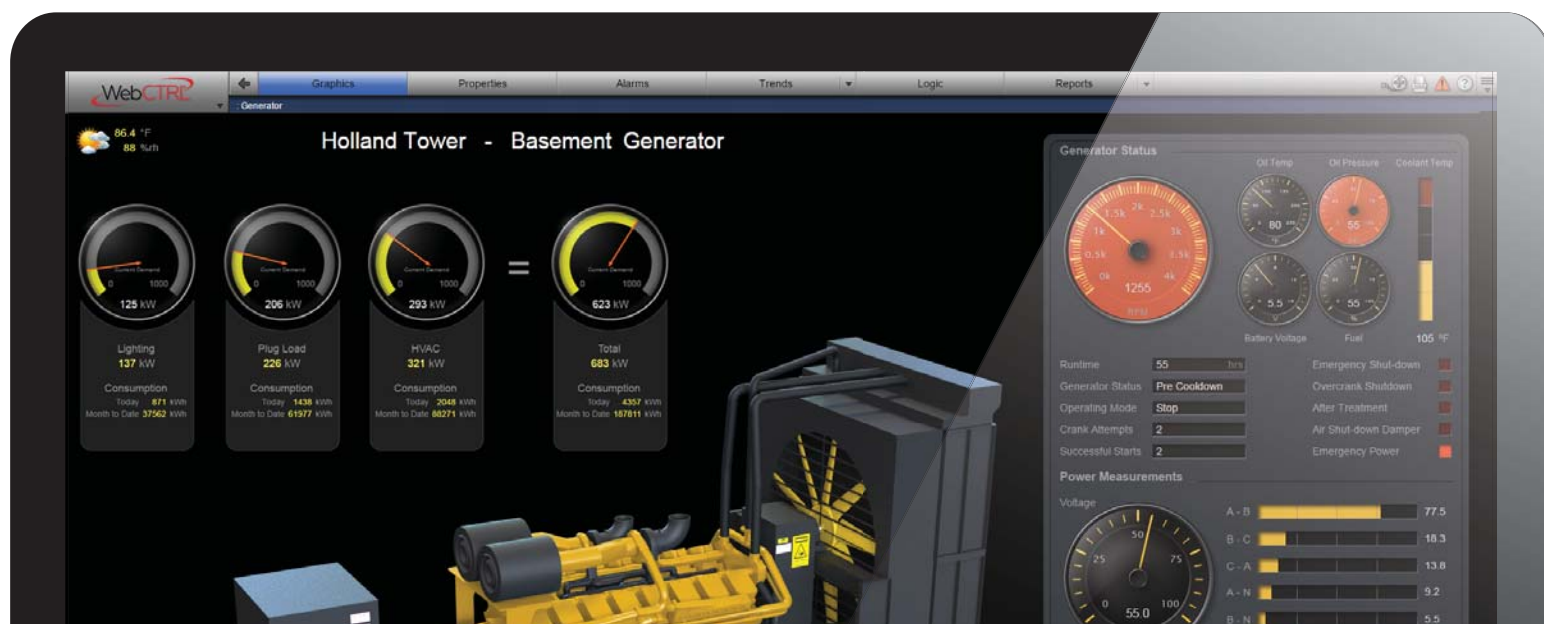
With the ability to simply create graphs from data anywhere in the system, the operator has the immediate ability to effectively analyze, diagnose and troubleshoot any aspect of their facility's operations in real time. That same capability provides the necessary backup and documentation to demonstrate your operating effectiveness.



Advanced trending engine enables operators to track and troubleshoot building conditions.



Scatter plot tool shows the relationship between two data sets, providing a quick comparison of hundreds of data points in a single view.





Dynamic color floor plans provide an immediate understanding of conditions in your building in a single glance.

## Thermographic Floor Plan Displays

**See your building in living color.**

Few operators have the time to sit in front of the computer comparing actual space temperatures with their set points – and with Automated Logic, they don't have to. A timeless and unmatched assessment tool, thermographic floor plan displays allow instantaneous recognition of building and zone conditions. A quick analysis of colors allows the operator to determine if there is an issue.

By displaying information using colors rather than numerical data, we eliminate the need for human calculation and interpretation of set point and actual temperature difference, and help resolve whether there is a normal circumstance or an anomaly to be investigated.

No one has ever said that an analytical tool has to be complex. With this in mind, Automated Logic thermographs do the interpretation (read: analysis) of the real-time data and provide a result that is easily understood and acted upon.

## Time-lapse™ Graphics

**Forward-thinking technology that allows you to look back.**



A powerful tool that allows you to play back hours of real-time data in just minutes.

The Automated Logic Time-lapse™ feature allows you to go back in time to look at and review any aspect of your system. Similar in function to your home DVR, Time-lapse™ provides the ability to look at floor plans, equipment graphics, trending, and alarms over a past period of time. What better way to analyze and assess your system operations?

Just by specifying a date and a time range, a simple click will grab the system data and deliver to the operator a view that can be stopped, backed up, and stepped forward to narrow down and zero in on a system variance.

Time-lapse™ lets you catch that unnoticed event, assess off-hours operations, and troubleshoot and compare functionality of buildings, systems and zones.



# Fault Detection and Diagnostics (FDD)

**Identify and respond to issues when it matters most: before they happen.**

Fault Detection and Diagnostics (FDD) uses the power of robust algorithms, hard data and strong reporting of Automated Logic WebCTRL. FDD can measure, anticipate, provide insight, and automatically respond to system conditions that are not necessarily critical, but may be trending that way – all with the goal of improved operational performance.

## There are two ways to handle FDD:

- **External** to the building automation
  - Requires thousands of points to be mapped to the FDD program
  - Mapping is fragile and can “break” with a system update
  - Requires significant bandwidth to communicate data
  - One-way communication; no feedback loop to the control
- **Internal** as part of the control sequences
  - No mapping required
  - Inclusive presence provides instant feedback
  - Can suggest common causes and possible effects
  - Promotes immediate action with immediate reporting

Consistent with our philosophy of helping you maximize your return on investment, FDD leverages the power of the WebCTRL system and your existing mix of inputs and outputs to automatically monitor, oversee and adapt to the constant dynamic of your building, minimizing or eliminating the need for human intervention in responding to operational issues.

**Always on the cutting edge, Automated Logic is at the forefront of the steadily evolving FDD technology.**



Automated Logic's Psychrometric logic takes the guesswork out of reaching comfortable conditions for building occupants.

## Automated Psychrometric Chart

**When it comes to economizing, seeing the big picture can make a big difference.**

In most buildings, free cooling is high on the list of optimization routines. Economizer mode has been drilled into us as one of the prime ways of eliminating mechanical cooling and saving energy.

Yet it's common knowledge that basing free cooling on dry bulb temperature is only valid if the wet bulb, dew point, and enthalpy are relatively low. Automated Logic's Psychrometric logic takes the guesswork out of reaching comfortable conditions for building occupants.

The Automated Psychrometric Chart analyzes all of the outside air parameters, removes the human judgment call, and uses the psych chart that engineers rely on to only operate economizer at the right time.



# EnergyReports™ (ER) package

## Your building officially reports to you.

The EnergyReports™ (ER) package provides on-the-fly report creation that is simple and intuitive to use. With access to every one of your metered energy loads, you have the ability to create a relevant and informative report in response to immediate demands. Like that favorite report you created? Schedule it to address a repeating need.

What's better than an easy-to-organize reporting package to compare and analyze loads or demand in your portfolio of meters? Easily shift from 3D bar, line or pie chart to a tabular format to optimize your review. Differentiate between occupied and unoccupied, and take into account cooling/heating degree days to achieve a definitive understanding. Change your engineering units relative to the conditions of occupancy (i.e., number of occupants, occupied hours, square footage, carbon pounds, etc.).

Face the natural conflict of occupant comfort and energy efficiency head-on. Include the current Environmental Index value for an instant comparison with your energy use.

Another aspect of our reporting functionality is using a dashboard to display those same dynamic values. This allows you to analyze, resolve, and, if necessary, make trade-offs between energy efficiency and comfort. You are now aware and in control.

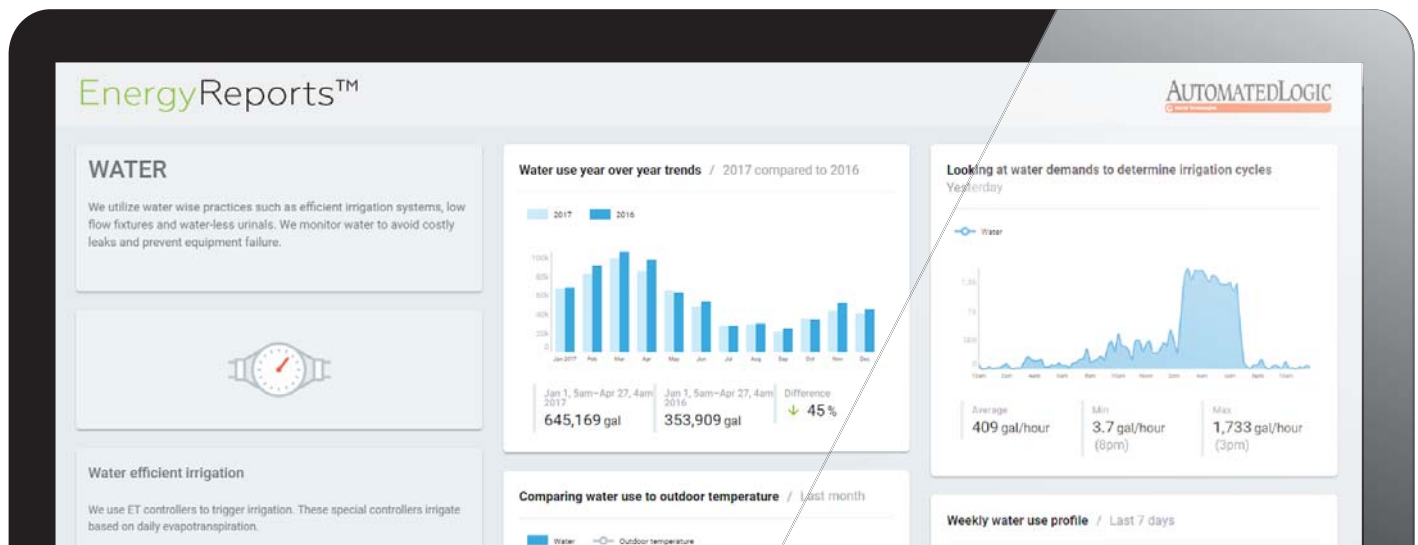
The EnergyReports™ package is another key component of the Automated Logic tool set – and one more way that we make building data powerfully simple.



EnergyReports™ is an incredibly flexible, easy-to-use reporting tool.

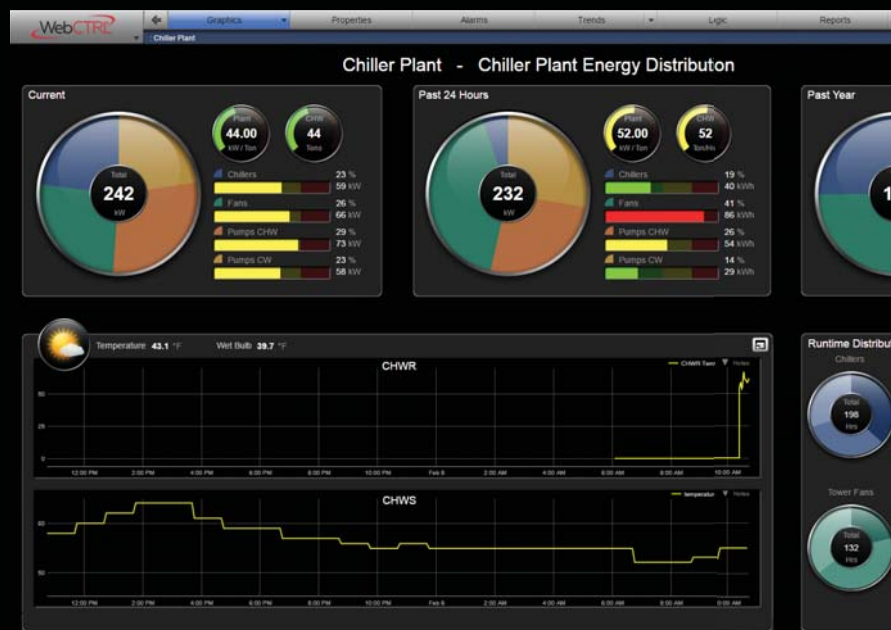


Using dynamic and animated color graphs, EnergyReports™ allows users to compare energy consumption or demand over different periods with simple drop-down menus and calendar controls.



At Automated Logic,  
we've been making  
building data powerfully  
simple for more than  
40 years.

We design and develop intuitive analytics  
tools that allow building operators to run  
their facilities more efficiently.



The Automated Logic analytics toolset is a built-in aspect of every WebCTRL® system. Easily configured by you or the local ALC field office, these tools offer an efficient and practical way to analyze and troubleshoot the systems in your building. Perhaps most importantly, our tools give you control over your own system, eliminating the need to add expensive and unreliable third party overlays to decipher your building data.

It all adds up to a simpler, smarter way to analyze your building operations and optimize efficiency, comfort and performance. And any way you look at it, in today's buildings, that's a big deal.

**AUTOMATEDLOGIC**  
United Technologies

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to help you make smart decisions.

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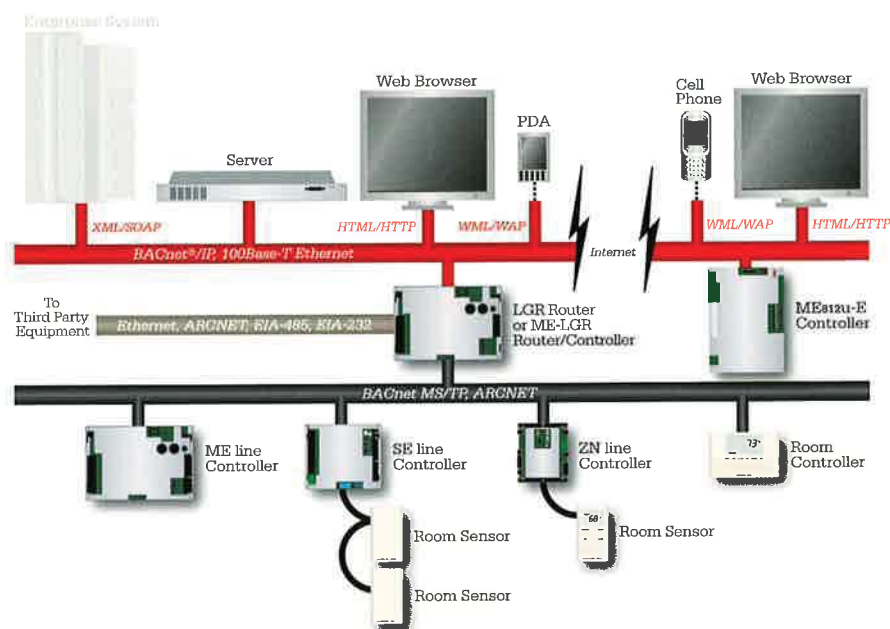




## PRODUCTS

As the authorized Dealer Partner for Automated Logic Corporation® in North Texas, LSi offers the most advanced technology for your integration needs. In addition to world-class control modules, LSi provides the most advanced technology for system integration, using the JAVA™-based interface WebCTRL®, featuring native BACnet® communications - the leading standard for building automation and control networks.

LSi's full offering includes a complete line of network routers, control modules, third-party integration solutions, and accessories - all backed by quality Automated Logic manufacturing, and the standard of excellent installation and service offered by Logical Solutions.



**LSi** LOGICAL  
SOLUTIONS, INC.

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# LSi – Strategic Partnerships

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## MAJOR PRODUCTS

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United Technologies:

- Automated Logic Corp.  
(WebCTRL)
- Lenel  
(OnGuard, SkyPoint, Prism, GoEntry)

S2 Security Corporation

## MINOR PRODUCTS & SAMPLE of INTEGRATION COMPATIBLE

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### Building Automation Systems

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ACI  
Bapi  
Belden  
Belimo  
Eaton  
GE  
Greystone  
Hatfield (Valve Solutions, Inc.)  
Hoffman  
Honeywell  
Leibert  
Onicon  
Panduit  
Power Analytics – Paladin  
Siemens  
Trane  
Unity  
Veris  
York

### Security Systems

---

Adams Rite	Milestone
Ademco	OnSSI
AlPhone	Panasonic
Altronix	Panduit
Alvarado	Pelco
Arecont	Pivot 3
AXIS Communications	RayTec
Belden	RCI
Bosch	Samsung
EasyLobby	Sargent
ExacqVision	Schlage
Fargo	SDC
GE Security	Securitron
GRI	Sony
HES	Toshiba
HID	Ubiquiti
Hoffman	Unity
Interlogix	Von Duprin
IQinVision (IQEye)	Zenitel
L-1 Enterprise (Bioscrypt)	



## SECURITY

**Today's buildings offer a legion of technology opportunities... and security risks. With increasingly complex technology options, building owners and managers must safeguard building occupants—and access to their data.**

As a Lenel OnGuard® Authorized Value-Added Reseller (VAR), LSi can assist in integrating all the building systems together: making your investment in technology count and your building efficiency increase. Our design and installation of access control hardware and software delivers maximum protection, versatility, simple operation and cost efficiency.

Features include:

- Advanced Access Control
- Alarm Monitoring & Reporting
- Digital Video Capture
- Intrusion Detection
- Asset Tracking
- IS Integration
- Credential Management
- Employee & Visitor Management

Based on the latest technology and an open standards philosophy, OnGuard Access Control seamlessly integrates with your Building Automation System (BAS). While the system's flexibility means it is easily tailored to fit the specific needs of your facility, many of our clients find the integration of zone control and video essential features:

### **Occupancy Based Zone Control**

This feature provides air conditioning and lighting after standard building occupancy hours. When a tenant or employee swipes an access control card at a designated reader, air conditioning and lighting service is enabled for a preselected time. The system keeps track of the after-hours usage, and can print associated reports or tenant invoices.

### **Event Based Video**

Events such as alarms, control panel door opening, or any status change engages CCTV video capture of the surrounding area. Video appears on screens to alert operators to important events.

Whether your facility is a single office or a multi-building campus, we make it simple to provide the highest levels of control, monitoring, and analysis for heightened accountability.

**LSi** LOGICAL  
SOLUTIONS, INC.

407 International Parkway  
Suite 406  
Richardson, TX 75081

Phone 972.437.5500  
FAX 972.437.3318  
[www.lsicontrols.com](http://www.lsicontrols.com)



## TRAINING

**LSi offers choices for educational opportunities to ensure our clients are well-educated at the appropriate level for their usage. Both predetermined and custom programs are available, in our facility or yours.**

### **WebCTRL® - Basic Operator Training**

Held monthly, operators of WebCTRL are invited to join our formal classroom training for an overview of the system, as well as specific feature sets.

Utilizing individual User Manuals and hands-on computer workstations, the curriculum includes an introduction to WebCTRL system navigation; establishing setpoints; creating, modifying, and deleting schedules; creating trend graphs and reports; managing alarms; creating and modifying operator privileges - and more.

The class runs from 9:00am to approximately 3:30pm at LSi, and meals are included.

### **WebCTRL - Advanced Operator Training**

Offered for clients wanting to learn the finer points of WebCTRL operation, Advanced Operator Training takes a more comprehensive look at Trend Reports, Alarms, Properties, Logic, Navigation, as well as Hardware and Software Errors.

### **Customized Training**

Have a site-specific training objective? LSi can design the perfect class to address your needs.



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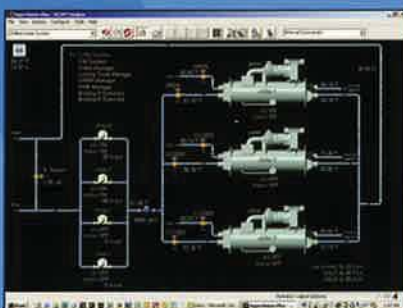
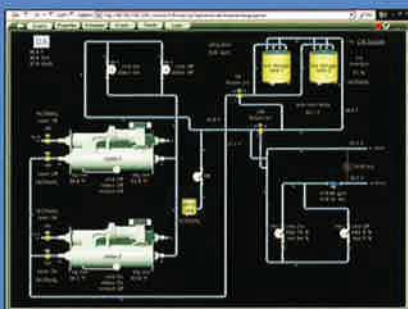


## Corporate Headquarters - Cisco Systems

- Multi Building Campus
- HVAC/Energy Management
- Lighting Control
- Electrical Monitoring
- Computer Room Equipment Integration



**CISCO SYSTEMS**  
Richardson, Texas



Logical Solutions, Inc. recently completed a building controls project for a very cutting-edge client. The Cisco Systems Richardson Development Center project, networking four buildings and three Central Utility Plants, includes custom monitoring of critical HVAC, electrical, and fire alarm systems. The Cisco Campus includes floor space designated for general office use, data centers, critical labs, and food service. Redundant mechanical systems controlled by ALC products play a key role in keeping Cisco's campus online. With communication to Trane chillers, Liebert CRAC units, and ABB variable frequency drives, the Cisco Systems maintenance staff is always aware of pending mechanical situations. Cisco Systems electrical systems are also a critical part of the facilities operation. The ALC system is used to monitor points from Cisco's DC power plant and distribution system, EPO switches, emergency generators, automatic transfer switches, and utility automatic transfer operators. MGE UPS systems, Square D PowerLogic modules, and Horton Lighting systems are monitored via communication interfaces. From critical data center monitoring to office area temperature and indoor air quality control, Logical Solutions has given Cisco Systems powerful building control solutions.

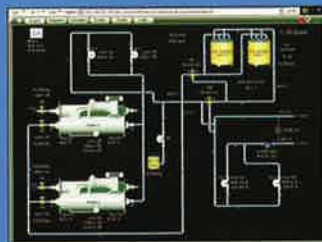


## Industrial Sites - Lockheed Martin

- Location: Grand Prairie, Texas
- HVAC / Energy Management
- Lighting Control
- Integration with Lockheed Existing LAN
- Paint Booth Applications for Space Station & Commercial Aircraft



**LOCKHEED MARTIN  
MISSILES AND FIRE CONTROL**  
Grand Prairie, Texas



**WebCTRL®**

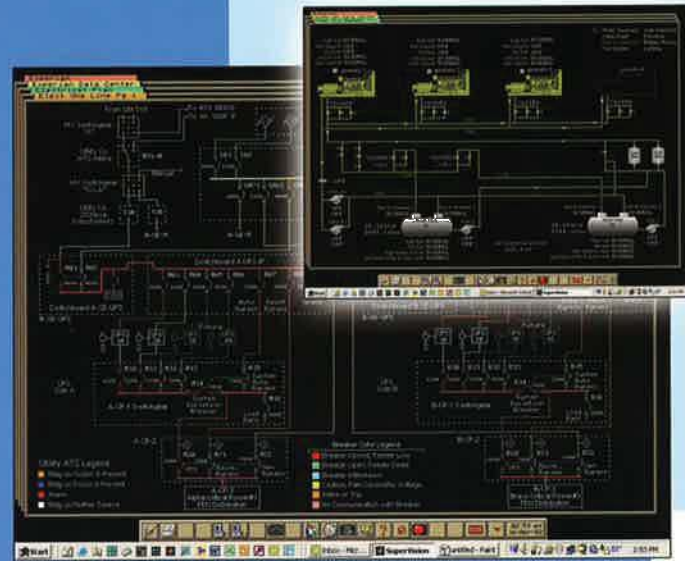


Lockheed Martin Missiles and Fire Control develops, manufactures and supports advanced combat, missile, rocket and space systems. The company is the Corporation's lead business unit for research, development and production of electro-optic and smart munitions systems and is a pioneer in the field of versatile, high-performance missile and rocket technology. Defense customers include the U.S. Army, Navy, Air Force and Marine Corps; and foreign nations approved by the U.S. Department of State.

Automated Logic Corporation control systems have been in operation for over 20 years providing Lockheed Martin with reliable automation hardware. Since 1995 Logical Solutions has been providing Lockheed Martin with energy management control systems supporting numerous upgrades and new installations. In 1996 the campus was upgraded from modem dialup of each building to integration into the campus wide Ethernet system. The Automated Logic System consists of over 375 control modules serving 14 buildings. Applications being controlled include chillers, boilers, air handlers, rooftops, vav zone controls, lighting, paint booth systems, and Square D power monitoring. WebCTRL software is being implemented into all current and future projects.

## Data Centers - Experian Data Center

- **24/7, 365 Day Facility**  
Tornado Proof
- **Secondary Backup Systems**  
100% Redundancies
- **Full Control of all HVAC**  
Systems and Monitoring  
of all Electrical Systems
- **Electrical Interactive one-line**  
Diagrams



**EXPERIA DATA CENTER**  
**McKinney, Texas**

The Experian Data Center is a 24/7, 365 day facility. All electrical and mechanical systems have primary and secondary backup systems. The Automated Logic System provides full control of all HVAC systems and monitoring of all electrical systems at the facility. The following is a description of each system's components.

The buildings power system consists of dual electrical service feeds from the utility company. The monitoring system consists of dry contact inputs and communication interfaces. All electrical equipment, from the ATS switches to the PDUs on the data room floor have some type of monitoring.

Caterpillar generators, GE breakers and PDUs are monitored through communication interfaces, encompassing well over a 1000 points of information. Cyberex static switches are also monitored for switch position and alarm status.

The UPS battery rooms are monitored for hydrogen concentrations and exhaust fans are controlled for the battery rooms as well. The computer room EPO system is monitored for activation and system status.

The EMS also provides interactive one-line diagrams showing the entire electrical system in real time operational status.

Three separate managers control the central plant. One manager controls the CHWPs, with the capability of determining the start order of each pump. One pump is required for each chiller running, starting the next pump in order should there be a failure. The manager can also set multiple pump order rotation sequences that can be swapped by time of day or runtime hours. The cooling tower manager serves a similar purpose as the CHWP manager, but the manager can set the start order of the towers and the CWP's independently. The chiller manager sets the start order of the chillers and stages the chillers on based on the tonnage of requirements of the building.

Another feature of the central plant is a backup set of control modules. Should the primary module stack fail, the backup module stack will control the central plant. All inputs and outputs are wired through a relay panel, which switches the signals between the two module stacks.

Other points of control/monitoring with the HVAC system include, incoming city water pressure, lightning detection, weather station, refrigerant detection and exhaust fan control.



# Li – Affiliations

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### Wireless Wizardry

OnGuard Mobile Monitoring is now available on a wide range of popular smartphones and other wireless devices. Options include support for Android™, Windows® 7, iPad™, iPhone®, and BlackBerry® smartphones. The greater platform selection provides security personnel with flexible alarm monitoring capabilities throughout facilities. Alarms are available anywhere data-capable wireless connection (Wi-Fi or cellular) is available. With this powerful tool, security teams have access to a host of features, such as acknowledging and marking new alarms as “in progress”, as well as run reports.

### Security Definitions

**APB:** Short for anti-passback. The prevention of a badge gaining entry in an access control system when that badge has either recently entered the same Reader or Area (Timed APB) or is not considered to be in the proper current Area required to gain entry into the new Area (Area APB).

**Badging Station:** A specialized computer that employs a video capture board to freeze a live video image and store it to a database.

**CAC:** Acronym for Common Access Card. A standard badge card that is used by many military personnel, the Department of Defense, military contractors, and foreign nationals. CAC uses smart card technology and is used to access buildings, installations, and controlled spaces.



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## DID YOU KNOW?

### NEWS & NOTES FROM LOGICAL SOLUTIONS.

#### Unparalleled Integrated Solutions Are Now Yours

LSi is proud to announce the addition of Lenel's OnGuard® to our portfolio of integrated products and services! As a Lenel OnGuard® Authorized Value-Added Reseller (VAR), we offer state of the art access control hardware and software that delivers maximum protection, versatility, simple operation and cost efficiency. With the open protocol standards, you can enjoy the added benefits of the Lenel OnGuard system's flexible options; ranging from a small office system to a global deployment involving multiple authentication factors. Built on open protocol standards, integration allows for a seamless user experience and fully utilizes enterprise systems in place. What does this mean for you? A greater ability to improve safety and security by better controlling access to facilities – and the critical data within them. Features include:

- Advanced access control
- Alarm monitoring & reporting
- Digital video capture
- Intrusion detection
- Asset tracking
- IS integration
- Credential management
- Employee & visitor management

#### Who Is Watching Your Building?

While access control and live security personnel are key elements, video is also an essential component of your total security plan. Customized solutions are the well-crafted combination of hardware and software to meet the needs your company. With OnGuard video, flexibility is a snap – from integrating various camera types, to recorders and analytics, the correct video solution is available – and integrated into the entire system.

#### Biometrics Bulletin

You may know that OnGuard Access Control seamlessly integrates biometric technology including hand geometry, fingerprint, and even iris recognition. But what, exactly, are biometrics? The National Science and Technology Council (NSTC) Subcommittee on Biometrics defines it as a “general term used alternatively to describe a characteristic or process”. Here, we'll focus on the process, further described as “...automated methods of recognizing an individual based on measurable biological (anatomical and physiological) and behavioral characteristics”. Why is this so important? Because it is the highest possible level of security in the three levels of authentication:

- Level 1 – something you have
  - o Key, card, or badge
- Level 2 – something you know
  - o Password, PIN, personal memory
- Level 3 – something you are
  - o Physiological, behavioral characteristics

Later issues will explore how biometrics work, and improve your level of security within your facility. For more information, visit [www.biometrics.gov](http://www.biometrics.gov)

## **JIM BARBER**

*President*

*Logical Solutions, INC.*

### **Project Role**

Logical Solutions Managing Partner

### **Background**

Veteran USN with experience in the operation and installation of direct digital control systems. LSi Vice President & managing partner (3 years), Automated Logic Vice President of Sales (8 years) Managed ALC training department (3 years) experience in sales, estimating, and leadership in the commercial building control and energy management industry. His experience and technical knowledge of building automation systems allows first-hand knowledge of product application in regards to system design, sequence of operations and instrumentation applications. The entirety of his career has been spent in the building automation industry, direct digital control systems, and energy management projects.

### **Education & Professional Licenses and Affiliations**

BBS – University of Houston, Mechanical Technology  
ALC – Advanced Technical Application Services  
Member – American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)  
Member – Association of Energy Engineers.  
Member – United States Green Building Council

### **Representative Project Experience**

#### **Logical Solutions Inc.**

Redefine project management & service department team's structure while managing 40% growth during four year leadership role. Decisive, creative, customer focused, team building President.

#### **7-Eleven Corporation, Dallas, Texas**

Assisted in complex national EMS retrofit upgrade package to replace and implement existing control systems in 46 States simultaneously. Complex building and food products system integrations designed specifically for 7-11. Advanced neural network maintenance software developed for proactive maintenance routines.

#### **Hines Properties – Dallas, Texas**

Assisted consulting engineers and owner to develop the Building Automation System design. Cost analysis for design developed EMS strategies/solution for construction team review for multiple campus implementation projects.

**DANIEL TARVER**  
*Vice President - Sales*  
*Logical Solutions, Inc.*

**Project Role**

VP of Sales

**Background**

Daniel Tarver has 17 years of experience in the building automation and HVAC industry. Proficient in energy management, MEP systems, control system infrastructure, project management and account sales positions. Expertise includes customer relations, project management, project scheduling, problem resolution, customer retention, system development and design. Vertical market expert in commercial, K-12, Higher Education, industrial/manufacturing and mission critical. Prior to his role as Vice President of Sales, Daniel worked as a BAS installer, Project Leader, Account Executive and as a Project Manager for Logical Solutions. Along with day to day sales tasks, Daniel assists in the development of Logical Solutions sales and estimating staff.

**Education & Professional  
Licenses and Affiliations**

Attended Texas State Technical College where he graduated with an Associate's Degree in Air-conditioning, Controls and Refrigeration technology.

**Representative Project  
Experience**

**Occidental Tower EMS Retrofit Dallas, TX**

Involved in the system design, project development, project estimation and cost proposal/reviews for this existing 23 story facility. The project was completed within budget and on schedule. Continues to develop projects for the Occidental building management.

**Lockheed Martin Grand Prairie Site – LMMFC**

Involved in the system design, project sales development and project management. Maintains sales and customer relations at the LMMFC 18 Building manufacturing complex in Grand Prairie, Texas. Helped maintain the 20 plus year relationship between Logical Solutions and Lockheed Martin.

**Cisco Systems Campus and Datacenters Dallas, TX**

Involved with the Electrical Power Monitoring System project, PUE Calculation, and Energy Reports Monitoring. Helps maintain the 15 year relationship between LSI and Cisco.

## **BEN BLACKERBY**

*Vice President - Operations*

*Logical Solutions, Inc.*

### **Project Role**

Operations Leadership

### **Background**

Ben Blackerby has 7 years of experience in the commercial building automation industry. Proficient in application engineering, programming, system infrastructure, project management and account sales positions. Expertise includes customer relations, project management, project scheduling, problem resolution, system development and design. Vertical market expert in commercial, industrial/manufacturing, K-12, higher education, and mission critical. Prior to his employment at Logical Solutions, Ben worked as a senior project manager for GMD Environmental Technologies, in Fort Worth, TX. His responsibilities included management of a team consisting of 7-10 engineers and 10-15 manufacturing specialists. The company's focus was providing unique environmental equipment and systems for the industrial industry.

### **Education & Professional Licenses and Affiliations**

Attended Texas State University where he graduated with a Bachelor of Science in Engineering Technology.

### **Representative Project Experience**

#### **DataBank Quality Way Data Center, Richardson, TX**

Involved in the system design, project development, project management, system commissioning and cost proposal/reviews for this new construction data center.

#### **Chase Tower Dallas TX – Hines Development**

Involved in the system design, project sales development and project management. Developed and executed 8 month project schedule to achieve customer driven solution with 100% customer satisfaction.

#### **Southern Methodist University Data Center, Dallas, TX**

Involved with the Electrical Power Monitoring System project, PUE Calculation, and Energy Reports Monitoring.

**MITCH GRAY**  
*Engineering*  
*Logical Solutions, Inc.*

**Project Role**

Project Engineer

**Background**

Mitch Gray has twenty seven years of experience in commercial building automation, commercial controls, and energy management systems. The majority of his career has been in building automation, direct digital control, and energy management implementation. His expertise includes project development, project management, program design, and software development primarily in the data center mission critical, commercial, institutional and industrial market sectors. He assists Consulting Engineers with HVAC design and control sequences on numerous projects in the Dallas area. Prior to his work at Logical Solutions, Mitch worked for four years for mCon USA where he programmed and provided technical support for national retailer Target stores.

**Education & Professional  
Licenses and Affiliations**

Attended several technical schools and specific college courses.

**Representative Project  
Experience**

**Capital One DC, Plano TX** – Created and completed all engineering facets for EMS/EPMS systems for a new data center.

**Experian Data Center, McKinney, TX** - Supervised the design and wrote the HVAC critical system programs for new data center control system.

**Cisco Systems** – Engineered the Automated Logic EMS controls. Supervised the design and wrote the base control programs for data centers located in Richardson and Allen TX. This also includes the multi building campus in Richardson, TX.

**Databank, Dallas and Richardson, TX**– Supervised the design and wrote the programs for a data center retrofit for the Dallas facility and a new construction data center in Richardson, Texas.





## 2020 Organization Chart

### 2020-2021 Plan – Future Positions

(64) LSI Employees as of 4/1/2020

**Jim Barber**  
President / Owner

