

TIPS VENDOR AGREEMENT

Between Ensolum, LLC and _____
(Company Name)

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

General Information

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

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

Terms and Conditions

Freight

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

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

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

Agreements

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

Tax exempt status

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

Assignments of Agreements

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

Disclosures

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

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

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

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

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

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

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

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

be May 31, 2024.

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

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

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

Shipments

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

Invoices

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

Payments

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

Pricing

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

Participation Fees and Reporting of Sales to TIPS by Vendor

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

legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

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

Indemnity

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

State of Texas Franchise Tax

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

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be

construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

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

TIPS Member Purchasing Procedures

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

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

Licenses

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

Novation

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

Site Requirements (only when applicable to service or job)

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

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

Smoking

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

Marketing

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

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer,

shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

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

Legal obligations

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

Audit rights

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

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be

suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

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

Venue, Jurisdiction and Service of Process

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

Project Delivery Order Procedures

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

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

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

Support Requirements

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

either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

STATUTORY REQUIREMENTS

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

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

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

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

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

Insurance Requirements

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

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

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

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

Special Terms and Conditions

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

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200601 Consulting and Other Related Services

Company Name Ensolum, LLC

Address 2351 W. Northwest Hwy., Suite 1203


City Dallas State TX Zip 75220

Phone 972.364.7682 Fax _____

Email of Authorized Representative dbowden@ensolum.com

Name of Authorized Representative Darren Bowden

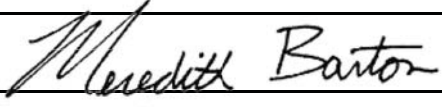
Title Principal


Signature of Authorized Representative 

Date 7/12/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 8/20/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

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



200601 Addendum 1 Ensolum LLC Supplier Response

Event Information

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

Contact Information

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

Ensolum LLC Information

Contact: Darren Bowden
Address: 2351 W. Northwest Hwy., Suite 1203
Dallas, TX 75220
Phone: (972) 364-7643
Email: dbowden@ensolum.com

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

Darren G. Bowden

Signature

Submitted at 7/24/2020 12:39:57 PM

dbowden@ensolum.com

Email

Requested Attachments

Vendor Agreement

200601 Vendor Agreement.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

200601 Agreement_Signature_Form.pdf

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

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

Pricing Spreadsheet #1

200601 Pricing_form_1.xlsx

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

DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

200601 Pricing_form_2.xlsx

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

DO NOT UPLOAD encrypted or password protected files.

References

Reference Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Letter of Intent_Services Provided.pdf

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

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

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

DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL

No response

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

DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

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

DO NOT UPLOAD encrypted or password protected files.

Supplementary

Asbestos Flyer.pdf

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

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

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

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

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

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

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

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

No response

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

Disclosure of Lobbying Activities Standard Form LLL

No response

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

Confidentiality Form

200601 CONFIDENTIALITY_CLAIM_FORM.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.

Current W-9 Tax Form

W9 2020.pdf

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

Bid Attributes

1 Yes - No

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

NO

2 Yes - No

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

No

3 Yes - No

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

Yes

4 States Served:

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

No response

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.)

Asbestos and Mold Consulting/Testing Services

6 Primary Contact Name

Primary Contact Name

Darren Bowden

7 Primary Contact Title

Primary Contact Title

Principal

8 Primary Contact Email

Primary Contact Email

dbowden@ensolum.com

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

2143648142

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143648142"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Elizabeth Scaggs"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Principal"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="escaggs@ensolum.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9724670838"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9723647659"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9724670838"/>
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Darren Bowden"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="dbowden@ensolum.com"/>

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143648142"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Darren Bowden"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="dbowden@ensolum.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2143648142"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.ensolum.com"/>
25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value="823973942"/>
26	Primary Address Primary Address <input type="text" value="2351 W. Northwest Hwy., Suite, Suite 1203"/>
27	Primary Address City Primary Address City <input type="text" value="Dallas"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="Texas"/>
29	Primary Address Zip Primary Address Zip <input type="text" value="75220"/>

3
0**Search Words:**

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

Asbestos
Mold
Environmental

3
1**Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

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

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

Yes

3
2**Yes - No**

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

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

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

Yes

3
3**Company Residence (City)**

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

Dallas

3
4**Company Residence (State)**

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

Texas

3
5**Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

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

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

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

Must answer with a number between 0% and 100%.

3
6**Yes - No**

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

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

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

3
7**TIPS Administration Fee**

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

3
8**Yes - No**

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

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

3
9**Yes - No**

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

40 Years experience in category of goods or services

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

2.5

41 Resellers:

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

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

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

No

42 Pricing discount percentage are guaranteed for?

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

YES

43 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?

Yes

44 NON-COLLUSIVE BIDDING CERTIFICATE

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

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

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

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

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

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

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

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

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

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

4
6**Filing of Form CIQ**

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

4
7**Regulatory Standing**

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

4
8**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

4
9**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

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

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

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

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

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

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

Suspension or Debarment Instructions

Instructions for Certification:

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

5
1**Suspension or Debarment Certification**

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

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

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

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

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

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

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

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

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

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

5 3 2 CFR PART 200 Contract Provisions Explanation

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

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

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

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

5 4 2 CFR PART 200 Contracts

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

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

Does vendor agree?

5 5 2 CFR PART 200 Termination

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

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

Does vendor agree?

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

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

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

Does vendor agree?

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

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

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

Does vendor agree?

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

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

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

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

5 2 CFR PART 200 Procurement of Recovered Materials

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

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

Yes

6 0 Certification Regarding Lobbying

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

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

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

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

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

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

I HAVE NOT Lobbied per above

6 1 If you answered "I HAVE lobbied" to the above Attribute Question

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

6
2

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

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

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

YES

6
3

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

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

do you agree to comply with the following federal requirements?

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

(b) Affirmative steps must include:

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

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

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

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

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

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

YES

6
4

Indemnification

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

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

6
5

Remedies

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

Do you agree to these terms?

6
6

Remedies Explanation of No Answer

6
7

Choice of Law

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

Do you agree to these terms?

6
8

Venue, Jurisdiction and Service of Process

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

Do you agree to these terms?

6
9

Infringement(s)

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

Do you agree to these terms?

7
0

Infringement(s) Explanation of No Answer

7
1

Contract Governance

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

7
2

Payment Terms and Funding Out Clause

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

7
3

Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

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

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

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

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

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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

☐ None

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

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

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

Texas Government Code 2270 Verification Form

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

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

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

YES

7
7**Logos and other company marks**

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

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

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

7
8**Solicitation Deviation/Compliance**

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

7
9**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

8
0**Agreement Deviation/Compliance**

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

8
1**Agreement Exceptions/Deviations Explanation**

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

8
2**Felony Conviction Notice**

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

Select A., B. or C.

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

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

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

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

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

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

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

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

8
5**Required Confidentiality Claim Form**

Required Confidentiality Claim Form

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

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

rick.powell@tips-usa.com

8
6**Choice of Law clauses with TIPS Members**

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

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

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

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

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

8
9**Indemnity Limitation with TIPS Members**

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

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

9
0**Arbitration Clauses**

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

9
1**Required Vendor Sales Reporting**

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

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

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

REFERENCES

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

You may provide more than three (3) references.

[illegible]

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.

Ensolum, LLC

Name of company

Darren Bowden, Principal

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

2351 W. Northwest Hwy. Suite 1203 Dallas TX 75220 972.364.7682

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 _____

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 **Darren G Bowden** Digitally signed by Darren G Bowden
Date: 2020.07.20 14:03:35 -05'00' Date _____



ENSOLUM

ASBESTOS CONSULTING SERVICES

WHO WE ARE

Ensolum is a customer focused company that delivers environmental, health, safety, and industrial hygiene services. Ensolum offers comprehensive professional and field services to assess, prevent and remediate environmental issues related to water, ground, air quality, and facilities. Blending superb technical skills with creativity and business savvy, we focus on how to reduce or eliminate environmental risks and liabilities economically and expediently.

ASBESTOS SERVICES SUMMARY

Ensolum's staff has performed thousands of projects. The projects typically include buildings that are scheduled to be affected by renovation. The EPA and TDHS require all buildings be thoroughly surveyed for Asbestos prior to being affected by renovation or demolition. Ensolum will consult with the client to determine the project objectives and develop a plan for reaching the client's goal.

Ensolum provides asbestos consulting services that include:

- Building Surveys
- Management Plan Preparation
- Abatement Project Design Development
- Air Monitoring
- Project Oversight
- Pre-bid Meeting with Contractors
- Bid Evaluations

Our inspectors develop sampling strategies that are representative of suspect materials present at the building/structures while adhering to state and federal regulations. The results of the survey are typically incorporated into a site-specific project design.

Ensolum can conduct a pre-bid meeting and assist the owner with soliciting bids from area abatement/remediation contractors. Once the contractor has been selected, Ensolum will ensure that state and federal abatement notifications requirements have been met. Ensolum has a team of air monitoring technicians and project managers who will ensure that the abatement/remediation is performed in accordance with the project design and applicable regulations. Our project managers will coordinate with building owners, contractors, regulatory inspectors, etc. to make certain the project is successful, and the client's goals are obtained.

LEADERSHIP



Darren Bowden is a state licensed asbestos consultant, mold assessment consultant, lead-risk assessor and certified indoor environmental consultant. He has performed and managed more than 7,000 projects during his 24-year career. Mr. Bowden has performed environmental consulting services and managed multi-year contracts for universities, municipalities, school districts, military installations, hospitals, commercial buildings, churches, shopping malls, residential buildings, sports complexes and industrial sites. He has maintained existing clients throughout the years while consistently adding new ones due to his technical expertise, project approach and reputation.

Darren holds a B.S. in Environmental Science with a second major in Public Relations from Stephen F. Austin State University. He has served on the Board of Directors for the Texas Environmental Information Association chapter in addition to serving on the Board of Directors for the Dallas Big Brothers Big Sister's Big Clay Shoot for more than 10 years.

SUSTAINABLE ENVIRONMENTAL SOLUTIONS

**Environmental
Site Assessments
& Investigations**



**Remediation
& Corrective
Action**



**Industrial
Hygiene**



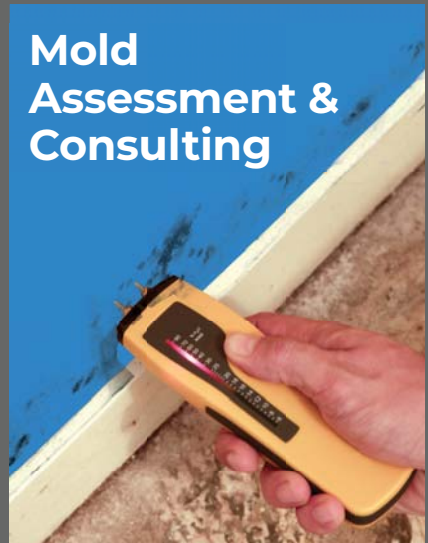
**Asbestos &
Lead-Based
Paint
Services**



**Risk-Based
Evaluation
Services**



**Mold
Assessment &
Consulting**



ENVIRONMENTAL & HYDROGEOLOGIC CONSULTANTS

ENSOLUM, LLC

2351 W. Northwest Hwy., Suite 1203 ■ Dallas, Texas 75220
(972) 364-7643 ■ info@ensolum.com

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Section 1
About Ensolum / Statement of Qualifications

OUR MISSION is to combine sustainable environmental solutions with forward thinking, cost effective, innovative and value-added technologies that balance our clients' economic resources and environmental challenges while providing our clients with a competitive advantage.

OUR GOAL IS TO MEET YOUR EXPECTATIONS

Building long-term relationships with our clients by executing to your expectations — and beyond — is the reason for our success and growth in our areas of expertise. Knowing our business is just the beginning, understanding your business and its needs, and where we can be the most effective, is our ultimate goal. Whether we are providing technical expertise, being responsive to a situation, giving perspective, or executing turnkey services, your success is also ours.

AREAS OF EXPERTISE

Environmental Site Assessments & Investigations

Characterize soil, groundwater, sediment and surface water, provide turnkey service

Remediation & Corrective Action

Feasibility studies, remedial design, oversight documentation, bench- and pilot-scale treatability testing

Risk-Based Evaluation Services

Technically and economically sustainable solutions

Asbestos & Lead-Based Paint Services

Building surveys, management plan preparation, abatement project design development, air monitoring

Mold Assessment & Consulting

Multi-disciplinary approach to evaluate Indoor Air Quality concerns

Industrial Hygiene

Expertise in recognizing, evaluating and controlling environmental factors or stressors in the workplace

CORE STRENGTHS

PASSION

When it comes to believing in what we do, we are unsurpassed. Our professionalism, our combined years of experience, and our desire to find innovative, sustainable approaches, make us unique in our industry.

SAFETY

We do not take shortcuts or put the safety of our employees or clients at risk. Every member of our team is empowered to make tough decisions and be innovative in their problem-solving. Safety is our single most important priority.

KNOWLEDGE

Our specialties lie in the areas that clients have requested and have a need for most. Whether it's discovering what's causing stress or sickness in a workplace or providing turnkey services on site, our staff is unsurpassed in its knowledge to provide proper characterization of potential environmental impacts.

STATEMENT OF QUALIFICATIONS

Ensolum, LLC is a customer focused company that delivers environmental, health, safety, and industrial hygiene services. Ensolum offers comprehensive professional and field services to assess, prevent and remediate environmental issues related to water, ground, air quality, and facilities. Blending superb technical skills with creativity and business savvy, we focus on how to reduce or eliminate environmental risks and liabilities economically and expediently.

Ensolum has the best and brightest geologists, hydrogeologists, and scientists in our industry. We employ individuals with a wide variety expertise and professional credentials including: Certified Industrial Hygienists, Professional Geologists, and Certified Hazardous Material Managers.

Our strength is in our strong technical skills, business acumen, and superior customer service enabling us to deliver creative solutions that produce high quality results at low cost. Working in partnership with our clients, we provide services tailored to support each customer's unique goals and objectives. Ensolum has extensive experience in a wide variety of industries and proven capabilities in the areas of water, land, air, facilities, transaction and litigation support.

TRADITIONAL ENVIRONMENTAL SERVICES

- Environmental Management Systems
- Due Diligence/General Compliance
- Full Service Permitting
- Site Investigation
- Spill Prevention and Response
- NEPA Environmental Impact Studies
- Waste Management
- SPCC/SWPPP Plan Development

ASSESSMENT, REMEDIATION, AND RESTORATION

- Phase I and II Site Assessments
- Groundwater Monitoring
- Remediation System Design, Installation, Operations, and Management
- Emergency Response
- Underground Storage Tank Projects
- State Voluntary Cleanup Programs

STATEMENT OF QUALIFICATIONS *(continued)*

CONSTRUCTION/DEVELOPMENT SUPPORT

- Construction Management
- Feasibility Studies
- Groundwater Resource Development
- Wetland Delineation and Permitting
- Brownfield Development

ASBESTOS, LEAD-BASED PAINT AND INDOOR AIR QUALITY SERVICES

- Building Surveys
- Management Plan Preparation
- Abatement Project Design Development
- Air Monitoring
- Mold Assessment

CERTIFIED INDUSTRIAL HYGIENE SERVICES

- Respirable Silica Monitoring
- Hexavalent Chromium Monitoring
- Noise Dosimetry Monitoring
- Heat Stress Evaluation
- Radiation Safety
- Benzene Monitoring
- Combustible Dust
- Medical Facility Exposure Monitoring

HAZARDOUS WASTE OPERATIONS & EMERGENCY RESPONSE (HAZWOPER) TRAININGS

- 40, 24 and 8-Hour
- Respiratory Protection
- DOT Hazardous Materials
- Safeland/Rigpass
- Confined Space Entry and Rescue
- Fall Protection
- Hydrogen Sulfide
- Fire Protection
- HAZCOM/GHS
- Respiratory Protection
- Lock-out/Tag-out
- Customized HSE Onboarding/ Orientation

CONFINED SPACE

- Confined Space Assessment
- Confined Space Clearance
- Confined Space Standby Rescue

Section2
Services



ASBESTOS & LEAD - BASED PAINT SERVICES

Ensolum has a staff that has performed thousands of projects. The projects typically include buildings that are scheduled to be affected by renovation. The EPA and TDHS require all buildings be thoroughly surveyed for Asbestos prior to being affected by renovation or demolition. Ensolum will consult with the client to determine the project objectives and develop a plan for reaching the client's goal.

Ensolum provides asbestos and lead consulting services that include:

- Building Surveys
- Management Plan Preparation
- Abatement Project Design Development
- Air Monitoring
- Project Oversight
- Pre-bid Meeting with Contractors
- Bid Evaluations

Our inspectors develop sampling strategies that are representative of suspect materials present at the building/structures while adhering to state and federal regulations. The results of the survey are typically incorporated into a site-specific project design.

Ensolum can conduct a pre-bid meeting and assist the owner with soliciting bids from area abatement/remediation contractors. Once the contractor has been selected, Ensolum will ensure that state and federal abatement notifications requirements have been met.

Ensolum has a team of air monitoring technicians and project managers who will ensure that the abatement/remediation is performed in accordance with the project design and applicable regulations. Our project managers will coordinate with building owners, contractors, regulatory inspectors, etc. to make certain the project is successful, and the client's goals are obtained.



INDUSTRIAL HYGIENE

Our team is committed to the recognition, evaluation and control of environmental factors or stresses occurring in workplaces that can cause sickness discomfort and general impaired health.

Our industrial hygienists perform a work site analysis to determine job duties and work stations that could be sources of problems. We utilize our experience, state of the art instruments and laboratory analysis to determine the extent of issues and develop corrective measures for the work process/site.

Some of the services we provide include:

- Exposure monitoring & assessment surveys
- Hazardous waste management and disposal
- Hospital exposures
- Ventilation surveys
- Noise exposure surveys and monitoring
- Indoor Environmental Quality
- Combustible Dust Surveys
- Radiation Safety
- Heat Stress Evaluations



MOLD ASSESSMENT & CONSULTING

Ensolum utilizes a multi-disciplinary approach to evaluate Indoor Air Quality (IAQ) concerns. Mold is a common concern that Ensolum routinely assess in many types of buildings and settings.

Our team has extensive experience performing mold and IAQ consulting in hospitals and other healthcare facilities. The assessments begin a visual reconnaissance to determine indications of moisture intrusion and the presence of suspect mold. Ensolum utilizes multiple instruments such as moisture meters, borescopes, and infrared cameras to assist in identifying potential problems. Air and surface samples may be collected to identify the type of mold and determine human exposure. The information collected from the assessment is used to develop a remediation protocol that will serve as the primary guidance and project specifications for the remediation activities.

Upon completion of remediation, Ensolum performs a post remediation assessment and clearance testing to ensure the project is complete. A visual assessment is conducted to ensure that no mold growth or dust is present. Ensolum will also take measurements of relative humidity and temperature to determine if parameters are acceptable. Once no mold growth, wood rot and dust are found and temperature/relative humidity readings are acceptable, Ensolum will perform clearance testing and issue a passed clearance letter and post remediation assessment report.



REMEDICATION & CORRECTIVE ACTION

Because of our skillset, the Ensolum team is often asked to perform management of environmental remediation projects.

Those skills include:

- Site-specific characterization data
- Balance of site cleanup goals with regulatory constraints
- Engaging stakeholders in effective remediation that focuses on the overall objective

Our remediation services are completely tailored to our client's goals/objectives and include:

- Feasibility studies
- Remedial design
- Bench and pilot scale treatability testing
- Oversight/documentation

We also have design and management experience with the following remedial technologies:

- Source removal
- In-situ remediation
- Bioremediation
- Hydraulic control
- Accelerated natural attenuation



RISK - BASED EVALUATION SERVICES

Our extensive risk assessment experience allows us to arrive at environmental solution that are both technically defensible and economically sustainable. Because our risk assessments differentiate between the actual and the hypothetical, they provide protection of health and the environment with a project endpoint clearly in focus.

Our risk assessment services include:

- Human health risk assessment
- Ecological risk assessment
- Chemical and toxicology evaluations

We build our risk-based strategies throughout the site characterization, which allows processes that facilitate favorable management decisions for our clients. This includes no remedial action decisions – even for sites with extreme environmental problems.



ENVIRONMENT SITE ASSESSMENT & INVESTIGATIONS

Whether we are helping client's with third party evaluations of existing affected properties or implementing site investigation work plans, Ensolum's team and philosophy to managing environmental assessment and remediation activities involves the most efficient path to regulatory site closure. We ensure that our team is familiar with the investigative tools necessary to provide proper characterization of potential environmental impacts.

Our specific services related to site assessment and investigation included:

- ASTM Phase I Environmental Site Assessments (ESAs)
- Phase II Environmental Site Assessments (ESAs)/Limited Site Investigations
- Comprehensive Environmental Site Investigations/Affected Property Assessment
- Multi-Media (Soil, Groundwater, Surface Water, Sediment & Air) Sampling & Analysis
- Aquifer Characterization



ENVIRONMENTAL HEALTH & SAFETY TRAINING

Ensolum provides certification-level environmental, health and safety training that is customized to each clients' specific risks, exposures and needs. Most training is conducted at clients' facilities or working locations in order to utilize familiar processes, don and doff personal protective equipment and mobilize health and safety equipment.

Our certified instructors are experienced in delivering material in classroom, job site and virtual settings. All courses are interactive in nature and include table-top exercises, scenario-based skills demonstrations and practical drills.

Ensolum works with each client to schedule required initial and refresher training to reduce impact to production. Additionally, Ensolum prepares each course specifically to each client's needs in order to deliver the most concise and compliant material.

A partial list of our courses include:

- Asbestos Awareness
- Confined Space Awareness, Entry & Rescue
- Behavior-Based Safety
- Fire Safety/Fire Extinguisher
- First Aid/CPR/AED
- Forklift/Manlift Training
- Fall Protection
- Hazard Communication (HazCom)
- Hazardous Waste Operations & Emergency Response (HAZWOPER)
- Hydrogen Sulfide
- Benzene
- LockOut/TagOut
- OSHA 10 Hour Training
- OSHA 30 Hour Training
- PPE (Personal Protective Equipment)
- Respiratory Protection
- Heat Stress
- SafeGulf (Rigpass) IADC
- SafeLand (Rigpass)
- Spill Prevention Controls & Countermeasures (SPCC) Training

Section 3
Representative Client List

REPRESENTATIVE PROJECTS

CLIENT NAME	PROJECT NAME	PROJECT TYPE
University of North Texas	Kerr Hall – Denton, TX	Asbestos Consulting
University of Dallas	Carpenter Hall- Irving, TX	Asbestos Consulting
Trammell Crow	Clauda Taylor Johnson Bldg. - Austin, TX	Asbestos Consulting
Diesel Design Build	Former Cabana Hotel – Dallas, TX	Asbestos Consulting
UT Southwestern	Mechanical Room – Dallas, TX	Asbestos Consulting
Holt Lunsford Commercial	Berkshire Building – Dallas, TX	Asbestos Consulting
Cleburne ISD	Cleburne High School- Cleburne, TX	Asbestos Consulting
Lindamood Demolition	Retail Strip Center – Ft. Worth, TX	Asbestos Consulting
Texas Instruments	Kilby West Fort – Dallas, TX	Asbestos/Mold Consulting
Hawaii National Bank	Waikale Bunker Lots – Waipahu, HI	Environmental Consulting
City of Garland	Spencer Power Plant – Garland, TX	Industrial Hygiene
Aloe Vera of America	LO/TO Assessment – Dallas, TX	Safety Consulting
Aloe Vera of America	EHS Training – Dallas, TX	Safety Consulting
Forever Resorts	EHS Training – Moran, WY	Safety Consulting
Bullet Trap Inc.	Lead Survey – Carrollton, TX	Industrial Hygiene
Daisy Brand	EHS Training – Garland, TX	Safety Consulting
Commercial Plumbing Properties	Confidential – Honolulu, HI	Environmental Consulting
Cintas	Various – DFW Metroplex, TX	Safety Consulting
Gunco Arms	Lead & Noise Survey – Wichita Falls, TX	Industrial Hygiene
Martin Sprocket & Gear	Respirable Silica Survey – Dallas, Texas	Industrial Hygiene
Massdec, LLC	616 Iwilei Road – Honolulu, HI	Environmental Consulting
International Paper	Red River Mill – Campti, LA	Asbestos Consulting
International Paper	Bogalusa Mill – Bogalusa, LA	Safety/Asbestos Consulting
COMFRC Aviation Support	NSA JRB NOLA – New Orleans	Industrial Hygiene
City of Shreveport	LA Grand Theatre – Shreveport, LA	Asbestos Consulting

Section 4
Client References

REPRESENTATIVE CLIENT REFERENCES

Client: Holt Lunsford Commercial
5950 Berkshire Lane, Suite 900
Dallas, Texas 75225
Attn: Ken Newman
Phone: 972.380.3640
Email: knewman@hldallas.com

Client: UNT Health Science Center
6011 Harry Hines Blvd.
Dallas, TX 75235
Attn: Seth Wilmoth
Phone: 214.648.1080
Email: seth.willmoth@unthsc.edu

Client: Lindamood Demolition
2020 S. Nursery Road
Irving, Texas 75060
Attn: Kayla Lindamood
Phone: 972.721.0898
Email: Kayla@lindamood.net

Client: Texas Instruments, Inc.
12500 TI Boulevard
Dallas, Texas
Attn: Greg Werchan
Phone: 214.479.3136
Email: g-werchan@ti.com

Client: Massdec, LLC
12901 S. Susana Road
Rancho Domingo, CA 90221
Attn: Mr. Brad Dechter
Phone: 888.488.4888
Email: brad.dechter@dhx.com

Client: Dalworth Restoration, Inc.
12750 S. Pipeline Road
Euless, TX 76040
Attn: Mr. Cody Baker
888.778.9693
Email: cody@dalworth.com

Client: Aloe Vera of America / Forever Resorts
13745 S. Jupiter Road
Dallas, Texas 75238
Attn: Mr. Rafael Hernandez
Phone: 214.355.5400
Email: rhernandez@foreverliving.com

Client: Cintas Corporation
850 Freeport Parkway, Ste. 300
Coppell, TX 75019
Attn: Ms. Veronica Harkey
Phone: 469.322.1135
Email: harkeyv@cintas.com

Client: Hawaii National Bank
45 N. King Street
Honolulu, HI 96817
Attn: Mr. Robert Okubo
Phone: 808.528.7818
Email: robert.okubo@hnbhawaii.com

Client: Life Outreach International
1801 W. Euless Blvd.
Euless, TX 76040
Attn: Ms. Cindy Karrh
Phone: 817.267.4211
Email: cindy.karrh@loi.org

Section 5
Project Summaries



PROJECT SUMMARY

Client: Confidential Apartment Complex

Project: Carrollton, TX

Project Summary: Ensolum, LLC provided fungal consulting services including the investigation, scope of work development and post-remediation clearance of multiple affected units.

Several structures sustained significant water damage following straight line winds and wind driven rain. Delays in mitigation led to significant surface fungal contamination in multiple residential units within the affected structures.



Affected Building Materials

The project consisted of completing initial fungal assessments, asbestos surveys, mold remediation protocols and post-remediation fungal assessments.

Ensolum was retained by the property owner to assess the extent of the damage in each unit. Ensolum assessed each affected unit for both water-damaged and fungal-contaminated building materials and contents. Representative asbestos samples were collected from building materials expected to be disturbed or removed during remediation. Ensolum developed unit-specific mold remediation protocols and interpreted each scope of work during remediation, then completed the post-remediation investigations of each to verify that remediation was successful.



Affected Building Materials



Sample Collected from Affected Area



PROJECT SUMMARY

Client: Diesel Design Build

Project: Former Cabana Hotel, Dallas, Texas

Project Summary: Ensolum, LLC provided asbestos consulting services in association with the asbestos abatement conducted at the Former Cabana Hotel in Dallas, Texas.

The building once owned by actress/singer Doris Day was where the Beatles stayed in 1964 during their one and only visit to Dallas. Raquel Welch worked as a cocktail waitress there and Jimi Hendrix also visited the hotel. The building has been utilized as a detention center for Dallas County and most recently as a transitional center for paroled inmates. The vacant building is scheduled for extensive renovation prior to reopening as a hotel.

The project consisted of removing floor tile and mastic throughout the building. In addition, ceramic tile mortar was removed from the second through tenth floor of the tower (example are Photos 2 and 3, below).



Photo 1: Former Cabana Hotel

As a part of the services provided, **Ensolum** assisted with soliciting bids from asbestos abatement contractors and providing air monitoring and project management throughout the abatement process. Ensolum performed visual inspections of the abated areas prior to performing final air clearance activities. Upon completion of the abatement activities, Ensolum prepared and delivered a comprehensive report which included a description of the project and air monitoring results.



Photo 2: View of abated restroom

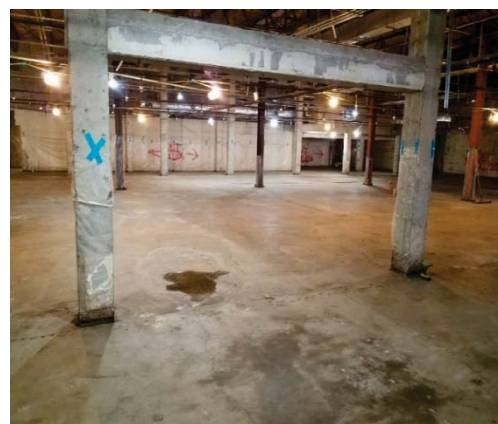


Photo 3: View of abated flooring



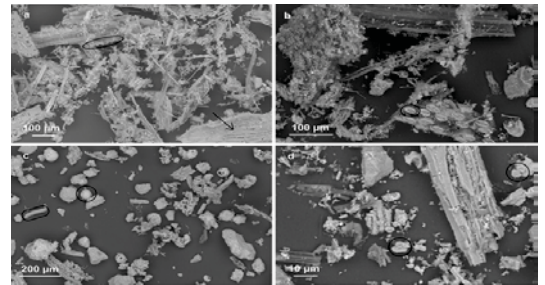
PROJECT SUMMARY

Client: Confidential Foundry

Project: Respirable Silica Exposure Monitoring, Dallas, Texas

Project Summary: Ensolum has been providing certified industrial hygiene support to numerous clients in various industries, including foundries, as they strive for compliance with the Occupational Safety and Health Administration's (OSHA) new respirable crystalline silica rule, which lowered the Permissible Exposure Limit.

This specific client is a fully-functional foundry which utilizes sand during the process of forming components and parts which are forged.



Microscopic View of Respirable Crystalline Silica

The project consisted of on-site personal exposure monitoring of various employees representing multiple job descriptions and tasks in order to determine the exposure to crystalline respirable silica.

Ensolum was retained by the client to provide certified industrial hygiene consulting services to help the client achieve compliance with the new respirable crystalline silica rule. Ensolum worked with the client to identify employee risk potential and developed a personal exposure monitoring sampling plan which would accurately identify employee exposures. Ensolum collected the on-site samples during a heavy work shift and analyzed the third-party data provided by the accredited laboratory. Ensolum is currently providing the client with engineering and administrative control recommendations which when implemented, will create complete compliance with OSHA's new respirable crystalline silica rule.



IH Sampling Equipment



Representative View of Foundry



PROJECT SUMMARY

Client: Confidential

Project: Honolulu, HI

Project Summary: Ensolum, LLC provided environmental due diligence consulting services prior to the purchase of two (2) commercial/industrial parcels.

The parcels formally served as heavy industrial and commercial sites. Additionally, multiple leases and sub-leases were historically recorded with numerous indications of use.

The project consisted of completing one (1) ASTM E1527-13 and AAI-compliant Phase I Environmental Site Assessment, a Limited Site Investigation, Remediation and Site Closure.

Ensolum identified Recognized Environmental Conditions during the completion of the Phase I Environmental Site Assessment. A Limited Site Investigation (Phase II ESA) was completed which included advancing borings on-site, collecting representative soil samples, and interpreting the data in comparison with State of Hawaii Tier I EALs. Sample results indicated that petroleum and lead-contaminated soils were present. Ensolum reported the release, submitted a Corrective Action Work Plan to regulators for review and approval and remediated the affected area by excavating and disposing of the soil under the supervision of the State of Hawaii Department of Health.



PROJECT SUMMARY

Client: Hawaii National Bank

Project: Waikele Bunker Lots, Waipahu, Hawaii

Project Summary: Ensolum, LLC provided environmental due diligence consulting prior to financing the purchase of Waikele Bunker Lots in Waipahu, Hawaii.

The Waikele Bunkers, also known as the Kipapa Caves, were formally utilized by the United States Navy as munition storage facilities following World War II and the bombing of Pearl Harbor. Each ship based in Pearl Harbor was assigned a bunker, in which munitions were stored. Following the decommissioning of the bunkers, NAVFAC began the process to transfer for civilian use.

The project consisted of completing three (3) ASTM E1527-13 and AAI-compliant Phase I Environmental Site Assessments.



Section of Waikele Bunkers

Ensolum completed three (3) separate Phase I ESAs on sections of Bunkers. Extensive review of NAVFAC decommissioning documentation was required, including asbestos surveys, limited site assessment, etc. Additionally, a review of State of Hawaii Department of Health Solid and Hazardous Waste and Hazard Evaluation and Emergency Response records was completed to understand the historical use and to identify any potential Recognized Environmental Conditions. Ensolum also completed visual reconnaissance of each bunker in order to determine if current use, signs of past use, etc. created significant environmental concerns.



Interior View of Bunker



View of Exterior of Bunker



PROJECT SUMMARY

Client: Massdec, LLC

Project: 616 Iwilei Road, Honolulu, Hawaii

Project Summary: Ensolum is currently providing the client with on-site safety and health consulting during the investigation and redevelopment of a former manufactured gas plant.

616 Iwilei Road is a four acre parcel located in the Iwilei district within Honolulu. The parcel was historically an operational manufactured gas plant which led to extensive sub-surface soil and groundwater contamination. Massdec, LLC purchased the parcel in 2017 and is redeveloping the parcel for commercial use.



Representative View of Project Site

The project consisted of pre-purchase health, safety and environmental due diligence, and is currently in the site work stage of redevelopment.

Ensolum was retained by Massdec, LLC to provide a qualified Site Safety and Health Officer (SSHO) to verify that the contractors, guests, regulators and visitors were properly protected from hazards associated with the sub-surface soil and groundwater contamination. Ensolum trained all authorized site workers in Hazardous Waste Operations and Emergency Response (HAZWOPER) in accordance with 29 CFR 1910.120, developed a site-specific Health and Safety Plan (HASP) and provides daily compliance oversight, primarily to prevent site workers from Benzene and other volatile organic compound exposure. Ensolum currently manages medical surveillance, industrial hygiene, Benzene and VOC monitoring, PPE selection and use, HAZMAT operations, etc.



On-Site Vault with Free Product



On-Site PCS and Piping



PROJECT SUMMARY

Client: Aloe Vera of America

Project: Confined Space Rescue Training Dallas, Texas

Project Summary: Ensolum provided the client with a combination of initial Confined Space Entry and Rescue training and refresher Confined Space Entry and Rescue training.

Aloe Vera of America utilizes numerous process tanks and vessels; employees are required to enter for cleaning and maintenance procedures. In order to protect their employees and comply with 29 CFR 1910.146 initial and annual training is required.



Confined Space Entry

The project consisted of completing both initial and refresher Confined Space Entry and Rescue training.

Ensolum was retained by Aloe Vera of America to provide customized classroom and on-site practical training for their employees who were participating on the Confined Space Entry and Rescue Team. Ensolum's expert trainers completed a pre-training site reconnaissance to familiarize themselves with the facility, its operating procedures and its permit-required confined spaces. Ensolum then returned to the facility in order to conduct the customized training. Ensolum led a classroom portion of training which educated participants of the physical and chemical hazards of their specific confined spaces and familiarized them to the specific equipment and personal protective equipment they would be required to use. Following the classroom portion of the course, Ensolum trainers provided participants with scenario-based practical training including purging, ventilation calculating, life support system design, vertical and horizontal entry and rescue, etc.



IDLH Entry into PRCS



Representative Rescue Training

PROJECT SUMMARY

Client: Life School

Project: Asbestos Management Plan Update and Reinspection for Multiple Campuses

Project Summary: Ensolum, LLC updated an existing asbestos management plan and performed a reinspection of previously identified ACM. In addition, Ensolum collected suspect ACM samples of materials that were not previously sampled.

Life School was established in 1998 to serve families of southern Dallas. The charter school has six campuses in Dallas and Ellis County. The campuses consist of a former church constructed in the 1950's, portions of retail strip centers, a former hospital, a church campus constructed in the 2000's and a free standing commercial building. (example are Photos 1, 2 and 3).



Oak Cliff Elementary School

Ensolum was provided a management plan prepared in 1998 and several asbestos survey reports by Life School for review.

As a part of the services provided, Ensolum conducted a file review of the previous management plan and survey reports. Ensolum then deployed a team of inspectors to field verify reports and to collect samples of suspect ACM that had not been previously tested. More than 300 samples were collected during the reinspection.

Ensolum updated the management plan which fulfilled all requirements by the EPA's Asbestos Hazard Emergency Response Act for developing and maintaining an asbestos management plan. The management plan included results and asbestos survey reports of the recently sampled materials and descriptions of abated areas.



Red Oak Campus



Oak Cliff Campus

Section 6
Resumes of Key Employees

PROFESSIONAL EXPERIENCE

Ms. Scaggs is a State of Texas Licensed Professional Geoscientist with over twenty-five years of experience in environmental site assessments, investigations and remediation in Texas, Oklahoma, New Mexico, Louisiana, Kansas, California, Utah, Wyoming, Kentucky and Georgia. Ms. Scaggs has managed groups of geoscientists and environmental professionals conducting environmental site assessments, investigations and managing corrective action activities for sites regulated by the Railroad Commission of Texas (RRC) Site Remediation Group and Texas Commission on Environmental Quality (TCEQ) Corrective Action Section, Voluntary Cleanup Program and Leaking Petroleum Storage Tank Program. She is very familiar with regulatory personnel of both agencies and the regulatory process of the Texas Commission on Environmental Quality's Remediation Division and the RRC Corrective Action Section.

Ms. Scaggs specializes in applying her knowledge of the State and Federal regulatory programs to assist clients in project management, agency negotiations and cost effective site closures using a risk-based approach. Ms. Scaggs utilizes data collected from investigations to evaluate site specific cleanup goals utilizing the Texas Risk Reduction Program Rule. Ms. Scaggs typically coordinates TRRP projects requiring Tier 2 and Tier 3 calculations to develop site specific cleanup goals. She has experience with groundwater and contaminant fate and transport modeling utilizing software developed specifically for site analysis utilizing TRRP as guidance. Ms. Scaggs has prepared risk based corrective action work plans for petroleum hydrocarbon, chlorinated hydrocarbon, pesticide and inorganic metals impacted soil and groundwater.

She has implemented a wide range of remediation technologies including chemical injection, groundwater pump and treat, bioremediation, soil vapor extraction, sparge venting, permeable barrier walls and monitored natural attenuation based on site specific conceptual models. In addition, Ms. Scaggs has prepared formal bid solicitations for remediation contracts, and administered remediation construction projects.

PROJECT EXPERIENCE

Phase I Environmental Site Assessments (ESAs) of oil and gas properties to identify potential environmental concerns associated with past or current operations of the property. Ensolum personnel are fully aware of the typical historical, operational and potential environmental issues associated with production wells, produced water management, disposal wells, basic sediment & water pits, tank batteries, mud pits, process equipment (separators, dehydration units, heater treaters, etc.), naturally occurring radioactive materials (NORM), equipment service areas, scrapyards or "boneyards", meter stations, compressor stations, processing plants, pump stations, sumps, drums and chemical tanks.

EDUCATION

Bachelor of Science, Cum Laude
Physical Science – Major Geology,
Minor Chemistry
University of Houston

REGISTRATIONS

- Texas Board of Professional Geoscientists-Professional Geoscientist (P.G. 322)
- TCEQ Corrective Action Project Manager (CAPM 412)
- Louisiana Licensed Professional Geologist (685)
- Kentucky Registered Professional Geologist (656)
- Georgia Registered Professional Geologist (1848)
- Kansas Professional Geologist (737)

CONTINUING EDUCATION

- Incident Command System and Incident Commander
- Contaminant Chemistry and Applications is Subsurface Transport and Remediation
- Texas Risk Reduction Program
- US Army Corps of Engineers-404 Permit Training
- 40-Hour OSHA Hazardous Waste Site & Waste Management and Annual 8-Hour Refreshers

WORK HISTORY

- Ensolum, LLC
Principal, 2018-current
- Apex TITAN, Inc.
Division Manager, Senior Program Manager, 2008 - 2017
- ENTACT Services
PM/Geologist, 2001 - 2008
- Meridian Alliance Group
Geologist, 1998 - 2001
- Texas Commission on Environmental Quality
Case Coordinator - Geologist, 1992 - 1997
- Floyd Oil Company
Geology Technician, 1990 - 1992

Subsurface Investigations of oil and gas producing, transportation, processing and related properties to evaluate the presence, extent and magnitude of chemicals of concern. Soil and groundwater data collected is used to evaluate the site with regard to the appropriate RRC SWR or the Texas Risk Reduction Program (TRRP) as guidance to determine the chemicals of concern and appropriate cleanup values.

Complete environmental due diligence services in association with the acquisition of a natural gas gathering system and gas processing plant in west and central Kansas. In connection with a large-scale natural gas gathering and processing asset acquisition, provided fast-track ESA services of six (6) compressor stations and one (1) gas processing plant. Reviewed compression, transportation and processing facilities, associated records and regulatory files associated with the pipeline assets and provided a report within fourteen days.

PROFESSIONAL EXPERIENCE

Mr. Bowden is Principal Owner of Ensolum and a State of Texas licensed asbestos consultant, mold assessment consultant, and lead risk assessor. Mr. Bowden has more than twenty years of environmental consulting experience. Mr. Bowden's responsibilities routinely include project design and budget development, data evaluation, quality control/quality assurance, project oversight, project coordination and management in association with asbestos, indoor air quality, lead-based paint and abatement projects.

Mr. Bowden has performed the above-mentioned asbestos consulting services in association with numerous commercial, residential, and public buildings including schools, universities, major hospital facilities, and high-rise office buildings. Services routinely performed consist of building surveys, project management, abatement oversight, the microscopical analysis of airborne fibers, and preparation of project designs, abatement close-out documentation and operation and maintenance programs.

In addition, Mr. Bowden's experience includes Phase I Environmental Site Assessments, monitoring, developing, and sampling groundwater monitoring wells and the sample collection and data interpretation of numerous materials and wastes regulated by state and federal agencies.

PROJECT EXPERIENCE

Asbestos and Mold Consulting Services – UNT CAMPUSES

Performed consulting services for numerous projects throughout multiple UNT campuses. Some of the projects consisted of the Union, library, Bruce Hall, Stovall Hall, Scouler Hall, Stovall Hall, Language Building, Science Research Building, Downtown Dallas Department Store Conversion, Municipal Building, Dallas Campus and UNTHSC.

Asbestos Consulting Services, First Baptist Church – Dallas, Texas

Mr. Bowden managed an extensive asbestos survey and abatement project which consisted of eight mid to high-rise buildings. Six of the buildings were demolished to allow for new construction.

Asbestos/Mold Consulting Services – Lewisville ISD

Mr. Bowden has managed the asbestos and mold consulting program for Lewisville ISD for several years. The projects have included the complete inspection and abatement oversight of large campuses scheduled for demolition or complete renovation.

Asbestos Consulting Services – Dallas ISD

Mr. Bowden managed the asbestos surveys and abatement activities associated with the 2008 DISD Bond Program for eleven campuses.

Asbestos and Mold Consulting Services, City of Dallas, Dallas, Texas

Mr. Bowden has performed asbestos surveys, abatement oversight, mold assessments and mold remediation oversight for public buildings, water facilities and residential structures for the City of Dallas.

Asbestos and Lead-Based Paint Consulting Services, High Rise Office Building – Dallas, Texas

Mr. Bowden performed asbestos and lead-based paint consulting services which included a survey throughout the building, project design and project oversight for vacant hotel undergoing interior demolition.

EDUCATION

Bachelor of Science,
Environmental Science, 1994
2nd Major – Public Relations
Stephen F. Austin State University

REGISTRATIONS

- State of Texas Licensed Individual Asbestos Consultant
- State of Texas Licensed Mold Assessment Consultant
- State of Texas Licensed Lead Risk Assessor
- Indoor Air Quality Association, Certified Indoor Environmental Consultant
- EPA Certified Asbestos Inspector, Management Planner, Air Monitor and NESHAP Trained Individual

AFFILIATIONS

Environmental Information Association

CONTINUING EDUCATION

- National Institute of Occupational Safety & Health 582 Equivalency
- EPA Asbestos Certifications and Annual Refreshers
- 32-Hour Indoor Air Quality Association Mold Course
- Lead Based Paint Inspector/Risk Assessor Training
- 40-Hour OSHA Hazardous Waste Site & Waste Management and Annual 8-Hour Refreshers

WORK HISTORY

- Ensolum, LLC
Principal, 2018 - Present
- Apex Titan, Inc. Formerly Southwest Geoscience
Senior Program Manager/Corp. Director, 2005-2018
- Alpha Testing, Inc.
Manager, 2003-2005
- HBC/Terracon
Senior Project Manager, 1996-2003
- Perma Fix Environmental Services
Technician, 1995

PROFESSIONAL EXPERIENCE

Mr. Storment has over twenty-nine (29) years of experience as an Environmental, Health and Safety (EHS) Professional working both in general industry and as an environmental consultant. During this time, Mr. Storment has gained expertise in Industrial Hygiene Exposure Monitoring, EHS Training, OSHA Compliance Audits and Program Development, Hazardous Waste Management and Program Development, Indoor Air Quality investigations, Catastrophe/Emergency Response EHS Management, Medical Facility EHS Services, Asbestos Inspections/Project Design/Project Management and Lead Paint investigations. Mr. Storment has been recognized as an Expert Witness in multiple states in the areas of Industrial Hygiene, Safety Compliance, Asbestos and Indoor Air Quality.

Mr. Storment has performed hundreds of Industrial Hygiene investigations in multiple industries including manufacturing, educational, transportation, medical, oil and gas, petrochemical, pharmaceutical, laboratory, maritime, energy and commercial. Mr. Storment has extensive experience conducting OSHA-compliance audits for clients to identify potential hazards and develop corrective action plans to prevent employee illnesses and injuries. During his career, Mr. Storment has conducted hundreds of asbestos inspections throughout the country as a Licensed and Accredited Asbestos Inspector, Management Planner and Project Designer. Mr. Storment has utilized his EHS expertise as a Project Manager during Emergency Response incidents such as Hurricanes, Tornadoes, Hazardous and Non-Hazardous Materials releases and Floods.

PROJECT EXPERIENCE

International Paper Company-Asbestos Surveys: Multiple Locations

Mr. Storment performed Asbestos Surveys at 14 International Paper facilities throughout the United States in preparation for demolition activities. Utilizing the data obtained from the asbestos inspections, Mr. Storment developed Project Design Specifications followed by on-site Project Management during the abatement process.

City of Shreveport, Louisiana-Asbestos, Indoor Air Quality, Lead Surveys

Mr. Storment has conducted over 20 Asbestos, IAQ and Lead surveys for various City of Shreveport facilities such as Central Fire Station, RiverView Theatre, Shreveport Police Mounted Patrol and City Hall.

EDUCATION

Bachelor of Science, Nursing
Northwestern State University 1983

REGISTRATIONS

- Registered Nurse (Inactive): Texas, Louisiana
- Certified Industrial Hygienist, Comprehensive Practice
- Certified Hazardous Materials Manager, Masters Level
- OSHA HAZWOPER Technician, Specialist, Incident Commander
- State of Texas Asbestos Individual Asbestos Consultant
- State of Texas Mold Assessment Consultant
- State of Louisiana Asbestos Inspector, Management Planner, Project Designer
- EPA accredited Asbestos Inspector, Management Planner, Project Designer
- Safeland Rigpass Instructor
- OSHA Training Institute Certified Instructor

WORK HISTORY

- Ensolum, LLC
Director of Industrial Hygiene, 2018-Present
- SRP Environmental, LLC
Principal, Safety and Health Manager, 2001-2018
- ALTEC Environmental
Principal, Industrial Hygiene Manager, 2000-2001
- International Paper Louisiana Mill
Health Services/Industrial Hygiene Manager, 1994-2000
- ALTEC Environmental
Industrial Hygiene Manager, 1989-1994
- Charter Suburban Hospital
Critical Care RN/Flight Nurse-Methodist Medical Center, 1983-1989

University Health Medical Center System-Shreveport, LA: Asbestos & IAQ Surveys

Mr. Storment has performed multiple asbestos surveys throughout the University Health campus along with development of Project Design specifications. Mr. Storment is the primary consultant for IAQ surveys for the University Health Shreveport Safety Department.

Baker High School & Middle School, Baker Louisiana: Asbestos & Fungal Surveys

Following Hurricane Katrina, Mr. Storment performed AHERA asbestos surveys at the City of Baker Schools as well as Fungal Investigations. Mr. Storment coordinated the surveys with FEMA and other State and Federal agencies. Mr. Storment developed the Asbestos and Fungal Project Design along with Project Management during the abatement activities.

England AirPark Authority, Alexandria Louisiana: Asbestos and Fungal Surveys

Mr. Storment is the primary consultant for all of the England AirPark Authority locations. He has performed asbestos and fungal investigations at the Community Center, former Post Office and multiple residential structures. Mr. Storment developed Asbestos Project Design following ASHARA requirements and onsite Project Management during the abatement.

PROFESSIONAL EXPERIENCE

Jacob Colson, BA, MAC is a Program Director for Ensolum, LLC. Mr. Colson has over twelve (12) years of experience in the EHS Industry. Mr. Colson has extensive experience and expertise in Hazardous Materials Management and Emergency Responses, Catastrophic Water and Fire Losses, Indoor Air Quality, Infection Control and Industrial Hygiene.

Mr. Colson has consulted on and managed numerous catastrophic water loss events throughout the United States for owners, restoration contractors, insurance agencies and primary lenders including rising water, falling water, pipe-breaks, backflows, condensation, etc. He has led coordinated and interagency/company responses to natural disasters including Hurricanes Katrina, Rita, Gustov, Isaac, Irene, the 2011 Hawaii Tsunami, Sandy, Matthew, Irma, Harvey etc. Mr. Colson has consulted on a variety of structures and facilities including hospitals, pharmaceutical manufacturing facilities, surgical centers, assisted living facilities, hotels, high-rise structures, commercial buildings, churches, military installations, technology centers, industrial plants, multi-tenant residential and commercial complexes, schools, universities, and single-family structures.

As a Catastrophic Water Loss Industrial Hygienist and Hazardous Materials Manager, Mr. Colson has conducted moisture investigations of water damaged structures including moisture mapping and thermography, developed remediation specifications, written scopes of work, directed numerous hazardous materials surveys and managed losses involving hazardous materials releases, designed containment structures and negative air systems, written infection control risk assessments, collected thousands of fungal and bacterial surface and airborne viable and non-viable samples, and has helped restore structures and property to pre-loss conditions. Mr. Colson has also served on fire and water damage causation and forensic survey teams tasked with completing damage assessments and scientifically identifying affected areas, preexisting conditions and root-cause analyses of specific losses.

Mr. Colson also meets the ASTM definition for an Environmental Professional and completes all phases of environmental investigation, including Phase I ESAs and corrective action/site monitoring activities. Mr. Colson's experience includes the initial assessment, sub-surface investigation and corrective action for many constituents of concern including petroleum hydrocarbons, volatile and semi-volatile organic compounds, metals, PCBs, etc. Additionally, Mr. Colson assists clients redevelop contaminated properties under Brownfields and other local, state and federal programs.

PROJECT EXPERIENCE

Provided upon request and clients' approval.

EDUCATION

Bachelor of Arts,
Environmental Studies &
Political Science
Baylor University, 2005

REGISTRATIONS

- State of Texas Licensed Mold Assessment Consultant
- ASTM Environmental Professional
- Safe land and Rig pass
- Confined Space Entry/Rescue
- Fall Protection
- HAZWOPER – Technician, Operations, Incident Command, Instructor

WORK HISTORY

- Ensolum, LLC
Program Director, 2018 - Present
- SRP Environmental, LLC
Principal, 2005 - 2018

PROFESSIONAL EXPERIENCE

Mr. Hunter is an Environmental Professional and a State of Texas licensed mold assessment consultant, and a Louisiana licensed asbestos abatement contractor/supervisor and inspector. Mr. Hunter has fifteen years of environmental consulting experience. Mr. Hunter's responsibilities have include performing indoor air quality sampling and reporting, writing mold abatement protocols, asbestos abatement air monitoring, moisture mapping of structures damaged by water intrusion, project oversight, project coordination and management in association with asbestos, mold, and indoor air quality projects. He has performed these consulting services in association with numerous commercial, residential, and public buildings including schools, universities, and major hospital facilities.

Mr. Hunter's experience includes Phase I Environmental Site Assessments, Phase II Environmental Site Assessments, developing Spill Prevention, Countermeasures and Control (SPCC) Plans, Stormwater Pollution Prevention Plans (SWP3), and soil and groundwater sampling. He has completed these types of projects for clients in the oil and gas industry, manufacturing facilities, and chemical production facilities

PROJECT EXPERIENCE

Asbestos Consulting Services, University of Louisiana of Monroe

Mr. Hunter performed asbestos inspections and oversaw asbestos abatement projects as an asbestos air monitor during the renovation and or demolition of several school structures.

Industrial Hygiene Services – LSUHSC, University Health Hospital in Shreveport

Mr. Hunter has performed work related to indoor air quality, Phase I's, chemical fume hood inspections, sterility testing, laboratory decontamination, and asbestos related work.

Environmental Consulting Services – Sanders Farm Supply/Pinnacle Agriculture

Mr. Hunter managed the environmental compliance for numerous agricultural supply locations in Louisiana, Mississippi, Arkansas, Tennessee, Kentucky, and Texas.

Environmental, Asbestos and Mold Consulting Services, City of Shreveport, Shreveport, Louisiana

Mr. Hunter has performed asbestos surveys, abatement oversight, mold assessments, soil testing, environmental compliance, Phase I's, and wetland determinations for properties, public buildings and regional airports for the City of Shreveport.

Environmental Soil Remediation, Oil and Gas Companies

Mr. Hunter has worked with several independent oil and gas companies in Louisiana and Texas to complete Phase I Environmental Site Assessments, SPCC plans for production sites, and performed soil and surface water sampling and project oversight for clean ups of O&P Waste, along with NORM Surveys.

EDUCATION

- B.S., Animal Science, Texas A&M University
- M.S. Environmental Planning and Management, Louisiana State University – Baton Rouge

REGISTRATIONS

- State of Texas Licensed Mold Assessment Consultant
- State of Louisiana Licensed Asbestos Abatement Supervisor/Contractor
- State of Louisiana Licensed Asbestos Inspector
- 40 Hour HAZWOPER

WORK HISTORY

- Ensolum, LLC Environmental Professional, 2018– Present
- SRP Environmental, LLC Senior Project Manager, 2003 – 2018

Section 7
Licenses



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

ENSOLUM, LLC

is certified to perform as a

Asbestos Consultant Agency

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

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

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

License Number: 100565

Control Number: 97075

Expiration Date: 2/25/2020

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE



Texas Department of State Health Services

ENSOLUM, LLC

is certified to perform as an

Asbestos Laboratory

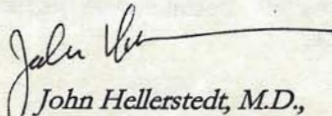
PCM

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

License Number: 300472

Expiration Date: 08/29/2020

Control Number: 96321


John Hellerstedt, M.D.,
Commissioner of Health

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12057
Austin, Texas 78711-2057
1-800-803-9202 (512) 463-6599
www.tdlr.texas.gov

If you cut around the border of the license it will fit in
a standard 5" x 7" frame.

ENSOLUM, LLC
545 E JOHN CARPENTER FREEWAY SUITE 300
IRVING TX 75062

Mike Arismendez
Chair

Thomas F. Butler
Vice Chair



Helen Callier
Rick Figueroa
Ravi Shah
Deborah A. Yurco

Mold Assessment Company
ENSOLUM, LLC

License Number: ACO1138

The entity named above is licensed by the Texas Department of Licensing and Regulation.

License Expires: February 07, 2020

Brian E. Francis
Executive Director

Section 8
Certificate of Insurance



July 15, 2020

Contracts Compliance Specialist
Region VIII Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

Re: Letter of Interest and Asbestos/Mold Consulting Services Summary

Bid Number 200601

Bid Title: Consulting and Other Related Services

Ensolum appreciates the opportunity to provide a bid for Asbestos and Mold Consulting Services. Ensolum currently maintains an existing contract with Lewisville ISD and the University of North Texas for Mold and Asbestos Consulting Services. Our management team has maintained the same clients for numerous years while gaining new clients based largely on referrals. This is a testament to the strong relationships our team has developed with clients that produce repeat business.

The team will be led by Mr. Darren G. Bowden, a State of Texas licensed asbestos consultant. Mr. Bowden has twenty-four years of environmental consulting experience. He has performed thousands of projects in his career. Mr. Bowden has provided environmental services to numerous universities, school districts, private schools and government agencies. In addition, our team includes seasoned environmental professionals with extensive asbestos project experience in school and university settings. I

Our firm has never received a violation. In addition, I have never received a violation on any of the hundreds of abatement projects I have managed in my 25-year career.

Description of Services

Asbestos/Mold Consulting – Typical Services Provided

Asbestos Abatement Project Design/Mold Remediation Protocol - Ensolum has prepared numerous project designs for asbestos abatement and remediation protocols for mold remediation projects. These are written in accordance with regulatory requirements and used by contractors as project specifications.

Monitoring during Asbestos Abatement Activities - Ensolum will provide an air monitoring technician who will also be a licensed project manager who will monitor the air quality with respect to asbestos, ensure the contractor is in compliance with the specifications and regulatory requirements, perform laboratory analysis of air samples, conduct visual inspections of the abated areas, prepare a daily log and act as an agent for the Owner.

Asbestos Inspections/Mold Assessments - Ensolum personnel have performed thousands of asbestos and mold inspections in all types of facilities including schools and universities. Our asbestos inspections are detailed and easily interpreted so that they may be relied upon for many years.

Reports and Plans - Upon completion of the of the abatement or inspection, Ensolum will prepare a detailed report in accordance with the requirements of the contract. As mentioned above, it is our intention to provide a document that can be easily understood and relied upon for many years.

Management Plans and Three-Year Re-inspections – Each school (K-12) is required to half an asbestos management plan. Most plans were originally prepared in the late 1980s. Unfortunately, most of those management plans were not very thorough compared to today's standards. Ensolum can review your existing management plan or develop a new one. In addition, Ensolum performs the required three-year re-inspections required by the EPA and TDSHS.

If you have any questions regarding our submittal, please contact me at (214) 364-8142. Thank you for considering Ensolum for this contract.

Sincerely,
ENSOLUM

A handwritten signature in black ink, appearing to read "Darren G. Bowden".

Darren G. Bowden
Principal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2018

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

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

PRODUCER Davidson Stewart Morelock 11700 Preston Rd Ste 660-205 Dallas TX 75230	CONTACT NAME: John Morelock PHONE (A/C, No, Ext): (214) 217-9277 FAX (A/C, No): (214) 217-9278 E-MAIL ADDRESS: jmorelock@dsminsurance.com
INSURED Ensolum LLC 2351 W. Northwest Highway, Ste. 1203 Dallas TX 75220	INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Fire Ins Co AM Best A++ XV 10030 INSURER B: Hartford Casualty Insurance Co. AM Best A+ XV 29424 INSURER C: Colonial County Mutual 29262 INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** CL181309310**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			G46854779001	01/03/2018	01/03/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ACP BATX 30-0-8771737	04/19/2018	04/19/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G46854780001	01/03/2018	01/03/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	46WECAB0KYV	01/03/2018	01/03/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Pollution Liability			G46854779001	01/03/2018	01/03/2019	Each Claim \$1,000,000 Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR INFORMATIONAL PURPOSES

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATIONAL PURPOSES

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Ensolum, LLC

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

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

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

2351 W. Northwest Hwy., Suite 1203

6 City, state, and ZIP code

Dallas, TX 75220

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

____ - ____ - ____

or

Employer identification number

8 2 - 3 9 7 3 9 4 2

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

1/30/2020

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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