

# TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ and  
(Insert Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFQ 220104 Energy Savings Performance Contract**

## 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 contract, agreement, or 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. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

## 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 **five (5)** years with an option for renewal for an additional **one (1)** consecutive **year**. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base **five-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 March 24, 2022 but extended negotiations delay award until June 27, 2022 The end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be March 31, 2027.*

**“Termination Date”:** The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus **five years**.

**Example:** *If the original term is approximately five years, and the solicitation provides an anticipated award date of March 24, 2022, the expiration date of the original five-year term shall be May 31, 2027.*

**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 March 31, 2028.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits but is not required to do so.

**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**

All pricing submitted to TIPS' Members 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 that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, 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 immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently. **Fees for this RFQ is 1% of the sale price paid by the TIPS Member entity.**

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

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's 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](mailto:bids@tips-usa.com)

### Insurance Requirements

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

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$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 [tips@tips-usa.com](mailto:tips@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.

NOTE: It is always the Vendor's responsibility under the TIPS agreement to report all sales under the TIPS Agreement. 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 all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to [TIPSP0@TIPS-USA.com](mailto:TIPSP0@TIPS-USA.com), unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor's TIPS Contract(s) and preclusion to responding to future solicitations.

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFQ 220104 Energy Savings Performance Contracts

Company Name Entegriety Energy Partners

Address 1403 East 6th Street

City Little Rock State AR Zip 72202

Phone 5014142245 Fax N/A

Email of Authorized Representative chris.ladner@entegrietypartners.com

Name of Authorized Representative Chris Ladner

Title CEO

Signature of Authorized Representative 

Date 2/16/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 1/2/2023

## **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.



## 220104 Addendum 1

### Entegrity Energy Partners

### Entegrity Energy Partners

### Supplier Response

#### Event Information

Number: 220104 Addendum 1

Title: Energy Savings Performance Contracts (ESPC)

Type: Request for Qualification

Issue Date: 1/6/2022

Deadline: 2/18/2022 03:00 PM (CT)

Notes: **IF YOU CURRENTLY HOLD TIPS CONTRACTS (170103) Energy Savings Performance Contracts ("170103") OR (200209) Energy Savings Performance Contracts ("200209"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT.**

#### 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](mailto:bids@tips-usa.com)

## Entegriy Energy Partners Information

Contact: Joe Miller  
Address: 1403 E 6th Street  
Little Rock, AR 72202  
Phone: (501) 414-2245  
Email: joe.miller@entegritypartners.com  
Web Address: www.entegritypartners.com

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

Joe Miller  
*Signature*

joe.miller@entegritypartners.com  
*Email*

Submitted at 2/18/2022 11:15:20 AM

## Requested Attachments

### Agreement Signature Form

220104 ESPC Agreement Signature Form\_Signed.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.

### Confidentiality Claim Form

220104 ESPC CONFIDENTIALITY CLAIM FORM\_Completed.pdf

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

### Proposed Goods and Services

Entegriy Proposed Goods and Services.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.

### Reference Form

220104 ESPC Reference\_Form - leave as Excel.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.

### Current W-9 Tax Form

2021 Entegriy Energy Partners, LLC W-9.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.

### Vendor Agreement

220104 ESPC Vendor Agreement\_Completed.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.

### OPTIONAL Information Requested

*No response*

IF you agree to do so, Please upload the Optional Information Requested regarding ESaaS.  
See attachment.

## All Other Certificates

Entegrity Certificates.pdf

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

DO NOT UPLOAD encrypted or password protected files.

## 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>.

## 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

No response

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

DO NOT UPLOAD encrypted or password protected files.

## Logo and Other Company Marks

Entegrity Logo - Original\_large.png

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

## Certification of Corporate Offerer Form- 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.

## Response Attachments

### TIPS RFQ\_Entegrity Response.pdf

Entegrity's response to RFQ 220104 Energy Savings Performance Contracts.

## Bid Attributes

<b>1</b>	<b>Yes - No</b> Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
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**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/>.

Proof 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.)

Integrity started in 2007 as a consulting firm focused on building sustainability, building performance, and energy efficiency. As several key technologies advanced in the early 2010s, we saw an opportunity to combine our existing energy engineering expertise with the construction and implementation experience required to assist our clients with turn-key energy projects. By joining forces with Nabholz, a construction and facility maintenance company with more than 70 years of experience, we brought a brand-new business model to the market with wide-ranging expertise in the fields of sustainability, building performance, and energy efficiency.

We are uniquely qualified to deliver innovative and sustainable solutions to optimize building performance. We help our clients realize long-term operational savings by focusing on all of their needs: selecting the most cost-effective scope, contract structure, financing strategy, and tying it all together with a performance-based guarantee. Our comprehensive service package includes energy efficiency improvements, solar energy, energy storage, lighting solutions, water conservation, commissioning, energy modeling, energy assessments, building testing, sustainability consulting, and innovative financial measures.

The marketplace has rewarded our unique approach, allowing us to increase our revenue and expand our personnel to nearly 100 employees in nine locations across the country. We have become the largest energy services company in the region, earning the repeat business of its largest entities including state agencies, school districts, universities, and Fortune 500 companies.

**6 Primary Contact Name**

Primary Contact Name

Joe Miller

**7 Primary Contact Title**

Primary Contact Title

Sales Operations Manager

**8 Primary Contact Email**

Primary Contact Email

joe.miller@entegritypartners.com

<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5014142245"/>
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<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Malleri Rhodes and Office Operations Manager"/>
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<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Human Resources"/>
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<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="malleri.rhodes@entegritypartners.com"/>
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<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5013980863"/>
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<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>18</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Mary Hyde"/>
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<b>19</b>	<b>Admin Fee Contact Email</b> Admin Fee Contact Email mary.hyde@entegritypartners.com
<b>20</b>	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 5014785172
<b>21</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Mary Hyde
<b>22</b>	<b>Purchase Order Contact Email</b> Purchase Order Contact Email mary.hyde@entegritypartners.com
<b>23</b>	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 5014785172
<b>24</b>	<b>Company Website</b> Company Website (Format - www.company.com) entegritypartners.com
<b>25</b>	<b>Entity D/B/A's and Assumed Names</b> Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. Entegrity
<b>26</b>	<b>Primary Address</b> Primary Address 1403 E 6th St
<b>27</b>	<b>Primary Address City</b> Primary Address City Little Rock
<b>28</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) AR
<b>29</b>	<b>Primary Address Zip</b> Primary Address Zip 72202

**30 Search Words:**

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

energy, performance, ESPC, efficiency, energy performance contracting, ESCO, energy services, energy services company, guaranteed savings

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

Most of our members receive Federal Government grants or other funding 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, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

**32 Yes - No**

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

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

OR

(B) employs at least 500 persons in Texas?

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.

No

**33 Company Residence (City)**

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

Little Rock

**34 Company Residence (State)**

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

Arkansas

**35 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  
6 **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  
7 **TIPS Administration Fee Paid by Vendor - Not Charged Separately to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing to Member entity which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

3  
8 **Years in Business as Proposing Company**

Years in business as proposing company?

3  
9 **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 add all Authorized Resellers within the TIPS Vendor Portal upon award).

4  
0 **Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

**4**  
**1** **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**  
**2** **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.  
The Form CIQ is one of the attachments to this solicitation.

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

**4**  
**3** **Filing of Form CIQ**

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

**4**  
**4** **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**  
**5** **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

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

**6** 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.

4  
7

#### **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.

4  
8

#### **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.

Yes

**4** **Non-Discrimination Statement and Certification**

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

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

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

(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.

Yes, I certify (Yes)

**5** **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 1 2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 2 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 3 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 4 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 5 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 \$250,000)

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 \$250,000, 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 6 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?

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## 2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

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## 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

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## 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

**6**  
**0** **2 CFR PART 200 Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

**6**  
**1** **FEMA Fund Certifications**

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

**6**  
**2** **Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

**6  
3** **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.

**6  
4** **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  
5** **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.

**6  
6 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.

**6  
7 Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

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

to these terms?

Yes, I Agree (Yes)

**6  
8 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  
9 Remedies Explanation of No Answer**

**7  
0 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?

**7  
1 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, 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?

**7  
2** **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?

Yes, I Agree

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

*No response*

**7  
4** **Contract Governance**

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

Yes, I Agree (Yes)

**7  
5** **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?

Yes, I Agree (Yes)

**7 Insurance and Fingerprint Requirements Information**

**6 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 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

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

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

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

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

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

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

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

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

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

I certify that:

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

OR

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

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

Some

**7**  
**8** **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**  
**9** **Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 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 2271 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 prohibited by Texas Government Code 2270 or 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

**8**  
**0** **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)

**8**  
**1 Solicitation Deviation/Compliance**

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

Yes

**8**  
**2 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.

No response

**8**  
**3 Agreement Deviation/Compliance**

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

Yes

**8**  
**4 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.

No response

**8**  
**5 Felony Conviction Notice**

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

Select A., B. or C.

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

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

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

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

**86** **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).

**87** **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 upload 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". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED 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 bids@tips-usa.com.

**88** **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

**89** **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.

**90** **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.

**9 1 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 2 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 3 Required Vendor Sales Reporting**

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

**9 4 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.

**9 5 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**9  
6 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES  
(Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**9  
7 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH  
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:**

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**9  
8 Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

## **AMENDED**

### **OPTIONAL INFORMATION REQUESTED**

**It has come to my attention that the correct name for the below process is Energy Efficiency as a Service (EEaaS)**

**I have modified the below document to use this commonly accepted term.**

**Additional Information Requested Regarding Energy Efficiency Savings as a Service (ESaaS) (EEaaS)**

Vendors ***are not*** required to respond to the additional request for information related to Energy Efficiency Savings as a Service (ESaaS) (EEaaS) and qualifications to provide same.

Failure to respond to this additional information request for Energy Efficiency Savings as a Service (ESaaS) (EEaaS) will have **NO BEARING** on the evaluation of your qualifications to provide offer Energy Savings Performance Contracting (ESPC).

If it is later determined that governmental procurement of Energy Efficiency Savings as a Service (ESaaS) (EEaaS) is permitted, TIPS will timely issue a legally sufficient solicitation to address that need. All information gathered here will be used to aid TIPS in the solicitation process for contracts with companies that provide ESaaS.

Texas statutes do not specifically address **Energy Efficiency Savings as a Service (ESaaS) (EEaaS)** however TIPS recognizes that it is an option offered by many vendors that also offer Energy Savings Performance Contracting (ESPC).

Please provide in a separate sheet(s) or document if your company offers ~~ESaaS~~ EEaaS and how that service is offered to governmental entities. Please provide your detailed information related to your company's qualifications and your process as it relates to ~~ESaaS~~ EEaaS and governmental customers. Please list existing governmental customers currently contracted with you for ~~ESaaS~~ EEaaS. Please provide details on how this model is structured, how it differs from ESPC and how a governmental entity would benefit from ~~ESaaS~~ EEaaS as it compares with ESPC.

You may utilize the Confidentiality Form included in the RFQ to declare this information confidential if you choose to. Final determination of confidentiality of any information provided to TIPS as a department of the Texas governmental entity Texas Education Service Center Region 8 is at the discretion of the Texas Attorney General and subject to Texas Government Code §552. See <https://comptroller.texas.gov/about/policies/open-records/public-information-act.php>

## References

## TIPS RFQ 220104 Energy Savings Performance Contracts

Entegrity Energy Partners, LLC
--------------------------------

## Insert Company Name

**DO NOT** HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

**ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT.**

Please provide **FIVE (5) VERIFIED AND WILLING** 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 FIVE (5) references.

Entity Name	Contact Person	<b>VALID TYPED EMAIL IS REQUIRED</b>	Phone
Batesville School District	Dr. Michael Hester	<a href="mailto:michael.hester@batesvilleschools.org">michael.hester@batesvilleschools.org</a>	870.793.6831
Lauderdale County School District	Dr. John-Mark Cain	<a href="mailto:jcain@lauderdale.k12.ms.us">jcain@lauderdale.k12.ms.us</a>	601.693.1683
Cedar Ridge School District	Andy Ashley	<a href="mailto:andy.ashley@cedarwolves.org">andy.ashley@cedarwolves.org</a>	870.799.8691
Attala County School District	Kyle Hammond	<a href="mailto:khammond@attala.k12.ms.us">khammond@attala.k12.ms.us</a>	662.289.2801
Okmulgee Public School	Renee Dove	<a href="mailto:rdove@okmulgeeps.com">rdove@okmulgeeps.com</a>	918.758.2000

TIPS RFQ # \_\_\_\_\_

**Required Confidential Information Status Form**

\_\_\_\_\_  
Name of company

\_\_\_\_\_  
Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

\_\_\_\_\_  
Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

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 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 to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, 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, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

**ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW**

**OPTION 1:**

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.

**IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.**

**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 Chris Ladner Date \_\_\_\_\_

-----  
**OR**  
-----

**OPTION 2:**

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

Elizabeth Browning  
Senior Vice President  
Bond Department Manager

February 10, 2022

The Interlocal Purchasing System (TIPS)  
Region 8 Education Service Center  
4845 US Hwy. 271 North  
Pittsburg, Texas 75686

RE: Entegrity Energy Partners, LLC.

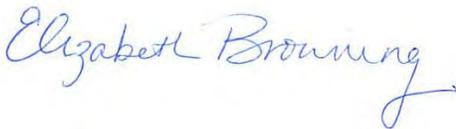
It is the privilege of The Hartford to provide surety bonds for Entegrity Energy Partners, LLC. on single projects in the \$250,000,000 range and an aggregate program of \$1,000,000,000.

It is our opinion that Entegrity Energy Partners has demonstrated the necessary management abilities and organizational skills to meet and exceed the needs of their clients.

Please understand that issuance of performance and payment bonds will be subject to a satisfactory review and approval of contract documents, bond forms, project financing arrangements, and usual underwriting information.

If you have any questions or need any additional information, please do not hesitate to contact me at 501-377-8442.

Sincerely,



Elizabeth Browning  
Attorney-in-Fact  
The Hartford

Senior Vice President  
Bond Department Manager  
Stephens Insurance, LLC



## Certificate of Accreditation

This is to certify that

**Entegrity**

has participated in the Accreditation Program and Review and has been recognized by the National Association of Energy Service Companies to be an Accredited **Energy Service Company**.

A handwritten signature in black ink, appearing to read "Michael Perna".

Michael Perna  
Chairman

A handwritten signature in black ink, appearing to read "Timothy D. Unruh".

Timothy D. Unruh  
Executive Director

**November 2021**

Certification of Accreditation covers a period of 24 months from date of issuance.  
Accredited since 2021.



**DEPARTMENT OF ENERGY'S  
QUALIFIED LIST OF ENERGY SERVICE COMPANIES**

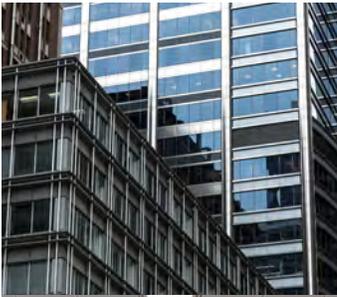
March 2021

<b>ENGIE Services U.S. Inc.</b>	Brad Boerger Vice President Federal	12980 Foster Drive Suite 400 Overland Park, KS 66213	P: 913-225-7084 C: 816-522-6237	Email: <a href="mailto:bradley.boerger@engie.com">bradley.boerger@engie.com</a> Website: <a href="http://www.engieservices.us">www.engieservices.us</a>
<b>Enovity, Inc.</b>	Michael Juniphant Business Development Manager	100 Montgomery Street Suite 600 San Francisco, CA 94104-4331	P: 415-974-0390 F: 415-974-0399	Email: <a href="mailto:MJuniphant@enovity.com">MJuniphant@enovity.com</a> Website: <a href="http://www.enovity.com">www.enovity.com</a>
<b>Entech Sales &amp; Service, LLC</b>	Scott Rankert Vice President	3404 Garden Brook Drive Dallas, TX 75234	P: 469-522-6000 F: 972-243-1774	Email: <a href="mailto:scott.rankert@entechsales.com">scott.rankert@entechsales.com</a> Website: <a href="http://www.entechsales.com">www.entechsales.com</a>
<b>Entegrity Energy Partners, LLC</b>	Chris Ladner Partner	1403 East 6th Street Little Rock, AR 72202	P: 800-700-1414 F: 501-227-8648	Email: <a href="mailto:chris.ladner@entegritypartners.com">chris.ladner@entegritypartners.com</a> Web: <a href="http://www.entegritypartners.com">www.entegritypartners.com</a>
<b>Environmental Chemical Corporation</b>	Joseph Koizen Manager, Sustainability and Energy Ventures	9830 Colonnade Boulevard Suite 240 San Antonio, TX 78230	P: 916-316-4864	Email: <a href="mailto:JKoizen@gmail.com">JKoizen@gmail.com</a>
<b>Facility Solutions Group (FSG)</b>	Bernard Erickson Executive Vice President	224 Washington Street Perth Amboy, NJ 08862	P: 732-826-6100 F: 732-284-4073	Email: <a href="mailto:bernie.erickson@fsgi.com">bernie.erickson@fsgi.com</a> Website: <a href="http://www.fsgi.com">www.fsgi.com</a>
<b>Four Seasons Environmental</b>	Daniel Tarkington Chief Executive Officer	43 New Garver Road Monroe, OH 45050-1243	P: 513-539-2978 F: 513-539-2972	Email: <a href="mailto:dtarkington@fseinc.net">dtarkington@fseinc.net</a> Website: <a href="http://www.fseinc.net">www.fseinc.net</a>
<b>FPL Energy Services, Inc.</b>	Rob Risley ESCO Sales Manager	6001 Village Boulevard West Palm Beach, FL 33407	P: 239-332-9111 F: 561-681-3098	Email: <a href="mailto:rob.risley@fpl.com">rob.risley@fpl.com</a> Website: <a href="http://www.FPLES.com">www.FPLES.com</a>
<b>Gardner Engineering, Inc.</b>	Richard Gardner Vice-President	270 East Parr Boulevard Reno, NV 89512	P: 775-329-4133 F: 775-329-4564	Email: <a href="mailto:rgardner@gardnereng.com">rgardner@gardnereng.com</a> Website: <a href="http://www.gardnereng.com">www.gardnereng.com</a>
<b>Green Generation Solutions, LLC</b>	Brad Dockser Chief Executive Officer	8120 Woodmont Avenue Suite 350 Bethesda, MD 20814	P: 301-202-2930 F: 301-656-3701	Email: <a href="mailto:brad@greengen.com">brad@greengen.com</a> Website: <a href="http://www.greengen.com">www.greengen.com</a>
<b>GreenTech Energy Services</b>	Michael Betsch President	122 East Kings Highway Suite 503 Maple Shade, NJ 08052	P: 856-439-9400 F: 856-778-1668	Email: <a href="mailto:mbetsch@greentechenergy.com">mbetsch@greentechenergy.com</a> Website: <a href="http://www.greentechenergy.com">www.greentechenergy.com</a>
<b>Hannah Solar Government Services, LLC</b>	Catelyn Amende Business Development Manager	217 Cember Way Suite C Summerville, SC 29483	P: 843-718-1866 F: 864-752-0845	Email: <a href="mailto:catelyn@hsgs.solar">catelyn@hsgs.solar</a> Website: <a href="http://www.hsgs.solar">www.hsgs.solar</a>

# ENTEGRITY

## BETTER BUILDINGS FOR A BETTER WORLD

---



### ENERGY SAVINGS PERFORMANCE CONTRACTING (ESPC)

ESPC allows schools, universities and state/local governments to fund facility improvements on a revenue-neutral basis by re-directing existing and operational waste in their budgets. We have a \$1 billion bonding capacity and an unlimited bid amount for public projects.



### LIGHTING

As a leader in LED technology and lighting retrofits, we offer uncompromising quality and reliability. To help maximize the benefits of high-performance lighting, we offer a turn-key program that includes auditing, design, installation, commissioning, and performance measurement and verification services.



### WATER

We offer creative water conservation solutions for both supply-side and demand-side customers. From advanced metering infrastructure (AMI) to low-flow fixtures and accessories, our team of experts is skilled in identifying, developing and implementing effective water solutions for your system or campus.



### SOLAR

We specialize in the development, engineering, construction and financing of high-quality solar projects. With cost reductions in manufacturing, installation and equipment, solar photovoltaic (PV) systems are very economical. We're committed to delivering affordable and intelligent solar solutions to meet the sustainability goals of our clients.



### ENERGY SERVICES

We offer services designed to optimize new and existing building performance at the lowest possible cost: New building, building envelope and retro commissioning; energy audits; building modeling; measurement & verification; Net Zero Energy; indoor air quality testing; infrared thermal imaging; smoke tracer diagnostics; and water intrusion testing.



### SUSTAINABILITY

Using LEED, WELL, LBC, ARC, and other certification programs, we provide prescriptive or performance-based sustainability certification options. As a nationally recognized consultant, we support single, prototyped and/or volume facilities at any phase of design, construction or operations.

# STATEMENT OF QUALIFICATIONS

The Interlocal Purchasing  
System (TIPS)

RFQ 220104 Energy Savings  
Performance Contracts

February 18, 2022



501.414.2245  
insidesales@entegritypartners.com  
www.entegritypartners.com

**entegrity**  
energy.integrity.



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# 1. REFERENCES

1. **References: please provide references that have entered into an Energy Savings Performance Contract with the proposer.**

Case studies and contact information for Entegry's references are provided in the following pages.

# REFERENCES



## BATESVILLE SCHOOL DISTRICT

### LOCATION

Batesville, AR

### PROJECT CONTACT

Dr. Michael Hester,  
Superintendent  
870.793.6831  
michael.hester@  
batesvilleschools.org

### CONTRACT AMOUNT

\$6,690,932

### FINANCING

Second-Lien Bond, SSA

### ANNUAL SAVINGS

\$362,100

### BACKGROUND

Batesville School District owns and operates over 820,000 square feet of facilities, including (6) major school locations. Starting in 2017, the district set out on a mission to reduce its physical footprint, increase its revenue streams, and generally lean its operations. Part of that effort involved closing (2) schools and relocating the children to other facilities in the district. Once this consolidation was approved, the district hired Entegriy to conduct a district-wide energy investigation of the remaining (6) schools in operation. The scope included:

- LED lighting upgrades
- 750 kw of clean onsite energy production through solar
- New 95% efficient furnaces, 16 SEER HVAC units
- Building Automation System (BAS) across district
- Double-pane, insulated windows and doors to enhance aesthetics, improve comfort, and reduce energy costs

Batesville School District is a long-time client of ours who can speak to the level of integrity and respect we their to your facilities. In 2018, Entegriy completed this performance contract, guaranteeing \$1.8 million in lifetime savings for the district (20-year period), which the district then used to **increase teacher pay in order to better attract and retain teachers.**



# REFERENCES



## LAUDERDALE COUNTY SCHOOL DISTRICT

### LOCATION

Meridian, MS

### PROJECT CONTACT

Dr. John-Mark Cain,  
Superintendent  
601.693.1683  
jcain@lauderdale.k12.ms.us

### CONTRACT AMOUNT

\$10,003,567

### FINANCING

Tax-Exempt Municipal  
Lease Purchase Loan

### ANNUAL SAVINGS

\$571,080



### BACKGROUND

As one of Mississippi's largest school districts, Lauderdale County School District (LCSD) oversees 6,000+ students and manages over 1,000,000 square feet of facilities. The District decided to rely upon the state's performance contracting laws and, after evaluating qualifications from several companies, selected Entegrity to perform the scope of work. The project included 17 different improvement measures which varied by facility. The improvement measures included:

- LED lighting upgrades
- A 223.7 kW solar array
- Upgrading phones across the district to Voice over IP (VoIP)
- Water conservation improvements
- Well addition to minimize costs for field irrigation
- Replacing HVAC units beyond their useful life
- Integrated Building Controls system throughout the District
- HVAC tune-ups for existing systems
- Installing drop ceilings
- Replacing existing single-pane windows at select facilities
- Replacing outdated Water Heaters
- Incorporating learning opportunities for student education
- Life safety and security upgrades

Lauderdale County School District is saving well beyond the guaranteed amount of approximately \$570,000 a year. The District has engaged Entegrity in other campus projects. We will serve as construction manager on a major HVAC addition for all LCSD's gymnasiums to bring them up to compliance. Entegrity is also aiding in the design and implementation of the new Career and Technology Education Center that will offer a solar installation training facility. LCSD is partnering with Meridian Community College to offer dual enrollment credits for this solar program. Entegrity is even investigating the potential for the Career and Technology Education Center to become the first Net Zero Certified Building in the State of Mississippi.

# REFERENCES



## CEDAR RIDGE SCHOOL DISTRICT

### LOCATION

Newark, AR

### PROJECT CONTACT

Andy Ashley,  
Superintendent  
870-799-8691  
andy.ashley@cedarwolves.org

### PROJECT SIZE

\$2,609,115

### ANNUAL SAVINGS

\$142,901

### FINANCING

Second-Lien Bond

### STATE REVOLVING LOAN FUND INCENTIVES & GRANTS

\$105,000



### BACKGROUND

After Entegrity's extensive review of Cedar Ridge School District (CRSD) facilities in 2016, CRSD and Entegrity tailored a scope to create District-wide efficiency savings. The project featured a new cooling tower, boiler, pumps, and controls at the high school; bulk replacement of HVAC equipment at the District's largest elementary school; and comprehensive upgrades to water and lighting fixtures. Entegrity's guarantee that annual savings would exceed CRSD's annual debt service covered the financed costs of these improvements.

After the initial efficiency project, Cedar Ridge School District selected Entegrity as their solar partner. Entegrity implemented a 1.36 MW co-located solar array for CRSD and Midland School District, and the Districts made history as the first in Arkansas to utilize co-located solar energy. Accounting for both projects, Cedar Ridge generates over \$140k in annual savings.

The Cedar Ridge Agricultural Education Department collaborated on an innovative strategy for maintaining the solar field with an efficient, educational, and environmentally friendly solution by raising Dorper sheep to maintain the grounds. The sheep strengthen the roots of the vegetation and spread seeds and fertilizer along the way, causing the restored soil more biodiverse vegetation to absorb more carbon and water. This co-location of photovoltaics and agriculture, known as agrivoltaics, creates a green cycle without chemicals like herbicides and pesticides that pollute waterways.

# REFERENCES



## ATTALA COUNTY SCHOOL DISTRICT

### LOCATION

Kosciusko, MS

### PROJECT CONTACT

Kyle Hammond,  
Superintendent  
662.289.2801  
khammond@  
attala.k12.ms.us

### CONTRACT AMOUNT

\$1,713,909

### ANNUAL SAVINGS

\$90k+

### BACKGROUND

Attala County School District, committed to education since 1870 and currently serving over 1,000 Mississippi students, took charge of their facilities' energy consumption by partnering with Entegrity. Pursuing district goals to create optimal facilities while maintaining a sound financial fund balance, the District engaged Entegrity to create a comprehensive energy savings project. After performing a district-wide energy audit, Entegrity and the District collaborated to select energy conservation measures that impacted school savings and student comfort: LED lighting, water conservation, envelope improvements, and HVAC replacements, tune-ups, and controls upgrades.

The HVAC upgrades were both the most critical and extensive scope to improve facility operations. Entegrity's team implemented district-wide HVAC upgrades, including 80 controls and 98 pieces of equipment with a range of packaged, split, and mini-split systems. The final scope of over \$1.7 million in improvements was obtained with no additional funding, resulting in annual guaranteed savings of \$90k.

*"It has been a pleasure to work with Entegrity. They have been very professional throughout the entire process. Their quality of work and attention to detail is first class from start to finish. I highly recommend Entegrity for your project needs."*

*- Kyle Hammond, ACSD Superintendent*



## REFERENCES



# OKMULGEE PUBLIC SCHOOLS

### LOCATION

Okmulgee, OK

### PROJECT CONTACT

Renee Dove,  
Superintendent  
918.758.2000  
rdove@okmulgeeps.com

### CONTRACT AMOUNT

\$4,185,425

### ANNUAL SAVINGS

\$100k+

### BACKGROUND

Okmulgee Public Schools manages over 500,000 SF of facilities that serve approximately 1,300 students. After facing compounding issues from deferring maintenance due to a limited budget, the district engaged Entegrity to conduct a district-wide energy audit to identify upgrades that would reduce their energy spend. The district and Entegrity created a project to utilize guaranteed savings from efficiency upgrades to tackle critical problems, such as HVAC equipment that was well past useful life. The full scope of work included an LED retrofit, water conservation measures, updated HVAC controls, HVAC equipment replacements and tune-ups, and a tailored sustainability curriculum. The district is guaranteed an annual savings of over \$100k.





# 2. PROJECT MANAGEMENT

## PROJECT MANAGEMENT

- a. **Comprehensiveness and rationale of project management plan, based on:**
  - i. **Approach to project management, including staffing and contract or oversight**
  - ii. **Ability to successfully complete projects on time and to customer satisfaction.**

*Our team follows the exact same practices you would expect of a reputable General Contractor. This includes extensive owner updates, frequently updated project schedules, sub-contractor oversight, and a rigorous safety program.*

### Owner Progress Updates

The Entegrity scheduling system incorporates a computerized Critical Path Method (CPM) program. Entegrity develops several schedules throughout the life of our projects, all of which works together for the master schedule.

As the ESPC project becomes more defined, a detailed CPM construction schedule is developed and updated

weekly to assure the adherence to the project completion date. Once the project is underway, our construction manager develops a three-week look ahead schedule that outlines the specific tasks that take place each day. This is communicated with the subcontractors during the weekly coordination meeting to ensure manpower, equipment, and material is properly scheduled and delays are minimized.

### Project Implementation

After completion of the energy measure design, we begin the implementation process. At Entegrity, every step we take is based on bringing the client the best energy performance project to meet our clients' needs in the most transparent manner. While some ESCO's choose to hide their cost, we take the path of transparency through open book pricing and seek to maximize our clients' return on investment by self-performing many of the services in the expected scope of work. Cost savings generated through the



# PROJECT MANAGEMENT

design and bidding process are passed back to the client and can include additional energy savings measures incorporated into the project. Our desire is to provide our clients with the most their money can buy, while achieving the maximum amount of guaranteed savings to create financial stability well into the future.

## Contractor Coordination

The advantage of the Entegrity team is the fact that we produce a significant amount of construction projects. This purchasing power allows us to deliver the most competitive pricing and highest quality to the client. Entegrity views our subcontractors and specialty suppliers as partners on all projects. We believe that each team member has a stake in the overall success of the project and the subcontractors are involved in the initial and detailed scheduling effort. Each subcontractor is required to produce a listing of all critical deliveries affecting the project that will be incorporated into the overall project schedule. Entegrity maintains top-management communications with the subcontractors so that any problems can be resolved promptly.

### b. Method employed to establish baseline energy use in individual buildings and facility-wide.

During the initial phase of our investment-grade energy audit, we take a wide snapshot of as many existing conditions as possible. We gather details like the following: age and floor areas of the building; the number of employees and visitors in each facility; weather data in the area for the most recent calendar year and an average; utility rates and

consumption of electricity, natural gas, propane, and water; annual operational schedules for each facility; existing maintenance and deferred capital expenses.

We then use this data to create a baseline profile. Once the project is implemented and the guaranteed savings period begins, we use the baseline to determine the impact of our project. If utility rates increase or the weather is particularly extreme during a given year, the baseline is adjusted accordingly for an accurate energy savings model.

### c. Method of measurement and verification used to demonstrate energy use reduction and cost savings as guaranteed.

#### Measurement & Verification Approach

Entegrity's measurement and verification approach varies depending on multiple factors. These include:

- Historical data available for the existing building energy use
- Quantity and type of ECMs implemented in different buildings
- Number of buildings involved with different ECMs
- Implementation of ECMs on existing or new district energy systems

Entegrity typically follows one of the standard measurement and verification approaches defined in the International Performance Measurement and Verification Protocol (IPMVP). One of the following IPMVP approaches is typically used as part of the M&V plan: Partially Measured Retrofit Isolation, Retrofit Isolation, Whole Building, or Calibrated Simulation.

A typical application for partially

## PROJECT MANAGEMENT

measured retrofit isolation would include a small lighting retrofit for a single building. If this is the only ECM implemented for a particular building, simple before and after measurements are necessary to verify energy savings. On-going measurement of occupancy schedules, hours of operation, etc. can be used to calculate actual savings, but on-going measurements are not required.

A typical application for retrofit isolation is similar to the approach defined above. However, instead of a one-time measurement, on-going measurements of actual energy use are compared to modeled or projected savings to determine ECM savings. The goal of this approach is to measure only the energy use and savings of the applicable ECM.

The whole building approach is the most common approach for comprehensive ESCO projects that include multiple campus-wide ECMs. The approach

typically involves a baseline energy model that is calibrated using historical metering information, if it exists. The calibrated energy model is used to predict the future energy savings of the ECM. After implementation of the ECM, the actual metering data is compiled and adjusted for weather, occupancy, and utility rate changes and compared to the savings derived from the calibrated energy model. Use of this approach is predicated on having accurate historical and future metering data for comparison purposes. This is also the most common approach for a campus ESCO project that involves multiple ECMs across multiple campus buildings and systems.

The calibrated simulation approach is typically used when historical utility or metering data is not available for a particular building. It is essentially the reverse of the whole building approach. New metering is typically installed as part of the ECM to enable detailed metering data to be available after project completion. The post-ECM data is used to calibrate the post-ECM energy model. This model is then modified to a pre-retrofit version using original equipment, operations, schedules, weather data, utility data, and operation as a means of calculating actual savings. The savings calculated from the reverse modeling approach is then compared to the savings that were originally predicted and guaranteed at the end of the IGA.

Usually, our projects require a mixture or hybrid of the above approaches to accurately estimate savings. If retrofit isolation is used along with a campus-wide whole building approach, provisions are made to “net out” or adjust the whole building savings calculations to properly account for those ECMs that are isolated as part of the M&V approach.





# 4. ESPC EXPERIENCE

## ESPC EXPERIENCE

- a. Business unit dedicated to providing guaranteed energy savings programs.
- b. Business unit dedicated to ensuring project performance.

Please see resumes for all involved individuals in section 5.

### Executive Level:

Chris Ladner  
Michael Parker  
Jack Bosch

### Business Development/Finance/Legal:

John Coleman  
Rick Vance  
Ryan Burrage  
Matthew Graham  
Jacob Estes  
Jacob Straessle  
April Ambrose  
Cam Deacon  
Whit Cox

### Preconstruction/Project Management:

Courtney Swindler  
Chris Tyler  
Mickey Perez  
Breck Lovelady

### Engineering:

Parker Higgs  
Sam Shelton  
Elise Fox

### Solar Development:

Flint Richter  
Wes Coleman  
Jacob McClure

### Lighting Development:

Brandon Day  
Charles Maddox

### Commissioning/M&V/Testing:

Corey Keen  
Zach Kremer  
Tracey Caldwell  
John Wixson  
Liz Balentine  
Bryan Yates  
Derek Strause  
Brandon Smith  
John Matejka

### Sustainability:

Meredith Hendricks  
Amanda Turner

## ESPC EXPERIENCE

### c. Business unit dedicated to providing guaranteed energy savings programs.

Below is a list of professional organizations to which Entegrity Energy Partners, LLC belongs.

AAEA	Arkansas Advanced Energy Association
AAEE	Arkansas Association of Energy Engineers
ABC	Associated Builders and Contractors (National and State)
ACG	AABC Commissioning Group
ACI	American Concrete Institute
AEE	Association of Electrical Engineers
AGC	Associated General Contractors of America (National and State)
AIA	American Institute of Architects—Arkansas
AIA	American Institute of Architects—Memphis
AIC	American Institute of Constructors (National and State)
AICPA	American Institute of CPAs
ASCC	Arkansas State Chamber of Commerce
ASCPA	Central Chapter Arkansas Society of CPAs
ASHE	American Society for Healthcare Engineering
ASHRAE	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASPE	American Society of Professional Estimators (National and State)
AWI	Architectural Woodwork Institute
CAHRA	Central Arkansas Human Resource Association
CMAA	Construction Management Association of America
FCIA	Firestop Contractors International Association—Oklahoma
IFMA	Missouri membership
KHEA	Kansas Healthcare Engineers' Association
MHACE	Missouri Hospital Association Center for Education
NAESCO	National Association of Energy Service Companies
NFPA	National Fire Protection Association
NAWIC	National Association of Women in Construction
OAHE	Oklahoma Association Healthcare Engineers
SHRM	Society of Human Resource Management
TIPS	The Interlocal Purchasing System
USGBC	U. S. Green Building Council—Arkansas Chapter
SEIA	Solar Energy Industries Association
	Sustainable Tulsa
	Osage Nation
	Oklahoma Association of Counties
ABAA	Air Barrier Association of America
ULI	Urban Land Institute NWA
ISSP	International Society of Sustainability Professionals
ANSA	Arkansas Natural Sky Association
USGBC	Center for Green Schools
FGIA	Fenestration and Glazing Industry Alliance (was AAMA)
BOMA	Building Owners and Managers Association
ILFI	International Living Futures Institute
IWBI	International Well Building Institute
	US Department of Health and Human Services Fitwel and Design
NEBB	National Environmental Balancing Bureau
	Tridium
AEE	The Association of Energy Engineers
ISA	International Society of Arboriculture
CLARB	The Council of Landscape Architectural Registration Boards
AHA	American Hospital Association
BCA	Building Commissioning Association



**a. Quality of personnel assigned to projects and degree of pertinent experience.**

Resumes for all applicable Entegriety personnel are provided in the following pages.



# CHRIS LADNER

LEED Fellow, CEA, CEM CMVP, CxA

## Partner

### CONTACT

chris.ladner@  
entegritypartners.com

### EDUCATION

Iowa State University - Ames, IA  
B.S. in Industrial Engineering, '88  
The Trane Company - La Crosse,  
WI  
Graduate Engineer Training  
Program

### CERTIFICATIONS

LEED<sup>®</sup> Fellow  
LEED AP BD+C  
Certified Energy Auditor (CEA)  
Certified Energy Manager (CEM)  
Certified Commissioning Authority  
(CxA)  
Certified Measurement &  
Verification Professional (CMVP)  
USGBC LEED Zero Pioneer

### PROFESSIONAL ASSOCIATIONS

NAESCO  
U.S. Green Building Council - AR  
Chapter  
American Society of Heating  
Refrigeration & Air Conditioning  
Engineers  
Arkansas Association of Hospital  
Engineers  
American Society of Healthcare  
Engineers

### YEARS WITH ENTEGRITY

2007 - Present

### RESPONSIBILITIES

Current responsibilities include managing all aspects of the operations for Entegrity, including contract negotiations, project team coordination, financial oversight and business planning activities. Additional responsibilities include providing efficiency, systems, and controls expertise to commercial, industrial, and institutional building owners.

### PROFESSIONAL SUMMARY

Through his experience, Chris has expertise in Net-Zero buildings, solar power, HVAC systems, performance contracting, controls as well as knowledge of industrial controls. Chris has participated in various types of LEED projects including: LEED Zero, LEED-Neighborhood Development, LEED-Commercial Interiors, LEED-New Construction, LEED for Existing Buildings, and LEED-Homes.

In 2008, Chris was a Commissioner on the Arkansas Governor's Commission on Global Warming. Additionally, Chris has served as Chair of the Chapter Steering Committee and member of the Energy and Atmosphere Technical Advisory Group for the U.S. Green Building Council and has served in many other capacities at the state and national level. He is also a past consultant for the Clinton Climate Initiative (CCI).

Chris has presented on sustainable design and construction to various groups including Master Speaker at the USGBC Greenbuild Conference, American Planning Association, National Environmental Balancing Bureau (NEBB), the American Society of Heating Refrigeration and Air Conditioning Engineers (ASHRAE), graduate architecture programs, and various sustainability conferences.

Entegrity has been recognized as Sustainable Business of the Year (2012), ranked on Inc. 5000 list of fastest-growing companies in America (2014 & 2015), nominated as Arkansas Business of the Year (2014 & 2020) and winner in 2021, named as one of Arkansas' Best Places to Work (2017, 2018, 2019) and winner of the Arkansas Advanced Energy Business Innovation Award (2017).

### NOTABLE EXPERIENCE

- Arkansas Department of Corrections
- University of Arkansas System Projects
- Lauderdale County School District
- University of Arkansas Community College at Hope-Texarkana

# MICHAEL PARKER

LEED AP BD+C, ASHE

## Entegrity Partner, Nabholz President



### CONTACT

michael.parker@  
entegritypartners.com

### EDUCATION

Auburn University - Auburn, AL  
B.S. in Building Science, '92  
Minor in Business Administration

### CERTIFICATIONS

LEED AP Building Design &  
Construction

### PROFESSIONAL ASSOCIATIONS

U.S. Green Building Council - AR  
Chapter  
NAESCO  
American Society for Healthcare  
Engineering

### YEARS WITH ENTEGRITY

2013 - Present

### RESPONSIBILITIES

Current responsibilities include managing all aspects of Entegrity's operations including managing contract negotiations, managing all aspects of project implementation, and overseeing the company's finances and business planning activities.

### PROFESSIONAL SUMMARY

With more than 25 years of experience in the construction industry, Michael possesses a wealth of valuable knowledge and expertise. Early in his career, he worked as an estimator/project manager then managed a group of preconstruction specialists for 11 years before moving into an executive role.

Michael is a founding member and Past Chair of the U.S. Green Building Council – Arkansas Chapter. Using his extensive knowledge of the USGBC's LEED green building certification program, Michael has played a significant role in the construction of numerous LEED-certified buildings.

### NOTABLE EXPERIENCE

- Arkansas Department of Corrections
- University of Arkansas
- University of Arkansas Hope-Texarkana
- City of Prairie Grove
- Batesville School District

# JACK BOSCH

CPA

## Chief Operating Officer

### RESPONSIBILITIES

As Chief Operating Officer, Jack is responsible for leading Entegrity with complete accountability for P&L, staffing, planning, and executing work. He provides team coordination and leadership development to guarantee work is completed by sufficiently educated, skilled, and trained team members cohesively. Safety is a top priority, and Jack is responsible for maintaining and promoting company safety procedures to help ensure an accident-free workplace.

### PROFESSIONAL SUMMARY

Jack is a graduate of the University of Notre Dame's Mendoza College of Business. He is also an alumnus of the executive education program of the Kellogg Graduate School of Management at Northwestern University.

With more than 20 years of impressive leadership and industry experience, Jack joins Entegrity as its first Chief Operating Officer. His broad range of business experience with expertise in business development, sales management, and strategy development and implementation will help take Entegrity to the next level. Adept at problem-solving and communicating effectively, Jack's long history of impressive accomplishments speaks to the significant impact of his leadership for other companies in the energy industry.

### NOTABLE EXPERIENCE

- As General Manager, led the development of the Southeastern Region for a major independent energy services company, achieving 100% year-over-year revenue growth for four consecutive years.
- As VP of strategic planning for an early stage energy services company, led the successful development and implementation of one of the first EaaS offerings in the industry.
- As General Manager of a major renewable energy company, led the development effort leading to the company's initial investments in the wind energy industry, driving an investment portfolio that now exceeds 250 MW of wind energy assets.
- Has led development and implementation of over \$500 million of energy projects in the higher education, K-12, and State & Local government markets in the Eastern U.S.
- Earlier in his career, as Director of Corporate Development for a Fortune 500 electric utility, led the successful acquisition of over \$2 billion of energy assets.



### CONTACT

jack.bosch@  
entegritypartners.com

### EDUCATION

University of Notre Dame - Notre Dame, IN

B.S. in Business Administration,  
'79

Kellogg Graduate School of Management at Northwestern University - Evanston, IL

Executive Education Program

### CERTIFICATIONS

CPA

### PROFESSIONAL ASSOCIATIONS

American Institute of Certified Public Accountants

### YEARS WITH ENTEGRITY

2021 - Present



# JOHN COLEMAN

*PE, LEED AP BD+C, NABCEP PV Associate*

## Regional Director

### CONTACT

john.coleman@  
entegritypartners.com

### EDUCATION

University of Arkansas -  
Fayetteville, AR

B.S. in Civil Engineering, '00

University of Texas - Austin, TX

MPAff - Sustainable  
Development, '07

### CERTIFICATIONS

Professional Engineer

OK, AL, AR, KS, LA, MO, MS, TN

LEED AP BD+C

IECC Commercial Energy  
Inspector & Commercial Energy  
Plans Examiner

NABCEP PV Associate

### PROFESSIONAL ASSOCIATIONS

U.S. Green Building Council - AR  
Chapter

AR Building Authority Revolving  
Loan Committee

Urban Land Institute - NWA  
Chapter

### YEARS WITH ENTEGRITY

2012 - Present

### RESPONSIBILITIES

As Regional Business Development Director, John's current responsibilities include business development and education, serving as a client liaison, managing the Northwest Arkansas Entegrity office and providing technical expertise for both sustainability and energy services projects.

### PROFESSIONAL SUMMARY

John is a graduate of the University of Arkansas' College of Engineering, a licensed Professional Engineer, a LEED Accredited Professional in Building Design and Construction, and a PV Associate of the North American Board of Certified Energy Practitioners.

In 2012, John opened Entegrity's Northwest Arkansas Office managing contracts with the University of Arkansas and Fayetteville Public Schools. John has overseen the growth of Entegrity's presence in NWA and expansion into Oklahoma, Kansas, and Missouri as well as key consulting clients nationally.

In 2014, John was named to the Forty Under 40 list by the Northwest Arkansas Business Journal. This annual list of young business leaders are said to be the best and brightest in their industry. Currently he serves on the Urban Land Institute's NWA Steering Committee and the Arkansas Building Authority's Energy Revolving Loan Committee.

### NOTABLE EXPERIENCE

- University of Arkansas System Projects
  - On-Call Commissioning (Fayetteville)
  - Energy Savings Performance Contract (Fayetteville)
  - Energy Efficiency and Solar (Hope-Texarkana)
  - Solar (Division of Agriculture)
- Entegrity's Net-Zero Energy Fayetteville Office
- Tulsa Public Schools Energy Efficiency Projects
- JB Hunt Energy Efficiency Projects
- Hope Public Schools Energy Efficiency and Solar
- Missouri State University Commissioning Projects
- Lawrence (KS) Public Schools Commissioning Projects

# RICK VANCE

CEM, CxA, LEED AP BD+C

## Regional Director



### CONTACT

rick.vance@  
entegritypartners.com

### EDUCATION

University of Arkansas - Little Rock,  
AR

B.S. in Construction  
Management, '08

### CERTIFICATIONS

ABAA Licensed Field Auditor

LEED AP BD+C

Certified Energy Manager

Certified Commissioning Authority

IECC Commercial Energy  
Inspector with ASHRAE 90.1

IECC Commercial Energy Plans  
Examiner with ASHRAE 90.1

### PROFESSIONAL ASSOCIATIONS

U.S. Green Building Council - AR  
Chapter

ASHRAE - Central AR Chapter

Association of Energy Engineers

AR Association of Healthcare  
Engineering - Sustainability  
Committee

Building Commissioning  
Association Professional  
Development Committee

### YEARS WITH ENTEGRITY

2010 - Present

### RESPONSIBILITIES

Rick is responsible for business development with a range of public and private clients across a multi-state region. In collaboration with other Entegrity Business Development Executives in Arkansas, Tennessee, Missouri, and Mississippi, Rick educates public and private leaders on effective energy solutions that create real financial and operational benefits. Rick's technical background and experience allows him to assess clients needs and take a creative approach to generating smart solutions through Entegrity's various offerings.

### PROFESSIONAL SUMMARY

Rick's expertise covers business development and company operations for energy services in the design and construction sector. Rick has held various positions in large organizations including the Clinton Foundation and the Dubai based Middle East Centre for Sustainable Development and Pacific Controls. Rick has an extensive background in creating and directing business solutions and teams that produce high value services in the energy efficiency and renewables field.

Current responsibilities include business development for Entegrity's Energy Services Division and project stakeholder training and education. Rick also serves as a technical expert for new construction energy services including fundamental and enhanced commissioning, building envelope commissioning and indoor air quality testing.

Rick has presented on efficiency and renewable energy to various groups including the Arkansas School Board Association (ASBA), Association of Energy Engineers (AEE), Municipal Leagues, BOMA, Building Commissioning Association (BCA), Arkansas USGBC and AIA, Dubai Environment, Health, and Safety (EHS) regulating authority, RealComm, Dubai International Business Women Group, and the Global Project and Process Management Association.

### NOTABLE EXPERIENCE

- Batesville School District
- St. Jude Children's Research Hospital
- University of North Carolina at Charlotte
- White River Medical System
- City of Caruthersville
- Caruthersville School District
- Shelby County Schools

# RYAN BURRAGE

MBA

## Business Development Executive



### CONTACT

ryan.burrage@  
entegritypartners.com

### EDUCATION

Mississippi State University -  
Starkville, MS

B.S. in Construction  
Management

Mississippi State University -  
Starkville, MS

MBA

### PROFESSIONAL ASSOCIATIONS

NAESCO

Mississippi Municipal League

MS Energy Coordinators  
Association

MS School Board Association

MS Association of School Board  
Superintendents

MS Association of School Business  
Officials

### YEARS WITH ENTEGRITY

2017 - Present

### RESPONSIBILITIES

Current responsibilities include building market position by locating, developing, defining, negotiating, and closing business relationships. Ryan's focus is on developing and managing relationships with public sector partners and working with them on operational waste reduction opportunities beneficial to all parties.

### PROFESSIONAL SUMMARY

Ryan Burrage joined Entegrity in 2017 after serving as an Account Executive with Schneider Electric. During his tenure with Schneider Electric, Ryan worked with schools, cities, and counties across Mississippi to implement energy efficiency projects. He has an extensive track record with schools developing capital improvement projects that improve the learning environment and reduce operational waste.

As a part of Entegrity's performance contracting team, Ryan is responsible for developing projects in the public market throughout Mississippi and Tennessee. He is vice chairman on the African Scholarship Exchange Board of Directors and works with nonprofits in the Jackson metro area to improve the quality of life for poverty stricken residents.

Before his career with Schneider Electric, Ryan spent two years working with a campus ministry as a missionary. Ryan is a 2009 graduate of Mississippi State University where he studied Construction Management and a 2014 graduate of Mississippi State University where he earned his MBA and received membership into the campus academic honor society. He lives in Jackson with his wife (Christina).

### NOTABLE EXPERIENCE

- Lauderdale School District
- Mississippi State University
- Winona-Montgomery Consolidated School District
- McComb School District
- Amory School District



# MATTHEW GRAHAM

## Business Development Executive

### CONTACT

matthew.graham@  
entegritypartners.com

### EDUCATION

University of Tulsa - Tulsa, OK  
Tulsa Community College - Tulsa,  
OK

### CERTIFICATIONS

Certified Energy Manager (CEM)  
Training Course  
Certified State of Oklahoma CNG  
Technician  
IMPCO CNG System Certified

### PROFESSIONAL ASSOCIATIONS

OK Association of Energy  
Engineers  
Sustainable Tulsa  
Oklahoma Renewable Energy  
Council

### YEARS WITH ENTEGRITY

2018 - Present

### RESPONSIBILITIES

As a Business Development Executive, Matthew is responsible for the direct oversight of the Oklahoma market including business development, customer engagement, operations, strategic programs, and legislation efforts. Matthew develops and manages relationships with public and private sector partners across the state of Oklahoma.

### PROFESSIONAL SUMMARY

Throughout Matthew's 10 years of experience and 700 projects working in and advancing the Oklahoma energy sector, he has worked within executive level operations management, engineering, and overall business development. His career began designing equipment to convert vehicles to use alternate forms of fuel. From there, his work has allowed him to aid Oklahomans from small communities to a government level, providing legislative briefings and speaking engagements on energy efficiency. Matthew prides himself in his work with businesses across all market sectors helping them make decisions and better understand their efficiency options.

### NOTABLE EXPERIENCE

- Tulsa Public Schools
- Oral Roberts University
- City Plex Towers
- American Red Cross
- Choctaw Nation of Oklahoma
- State of Oklahoma
- Public Service Company of Oklahoma



# JACOB ESTES

## Business Development Executive

### CONTACT

jacob.estes@  
entegritypartners.com

### EDUCATION

University of Arkansas at  
Monticello - Monticello, AR  
Bachelor of General Studies

### PROFESSIONAL ASSOCIATIONS

BOMA

### YEARS WITH ENTEGRITY

2018 - Present

### RESPONSIBILITIES

Current responsibilities include building market position by locating, developing, defining, negotiating, and closing business relationships. Jacob's focus is on developing and managing relationships with public and private sector partners, working with them on operational waste reduction opportunities beneficial to all parties.

### PROFESSIONAL SUMMARY

Jacob brings 15 years of Business Development experience to Entegrity, where he will be responsible for opportunities in Central and Eastern Arkansas. Prior to joining Entegrity, Jacob worked his way up from warehouse fulfillment to merchandiser to account manager and eventually managing his own team of account managers and overseeing a regional territory of accounts.

### NOTABLE EXPERIENCE

- Jacksonville Waste Water
- Catholic Diocese of Arkansas
- Catholic High School
- Lisa Academy Schools
- Dassault Falcon Jet
- Rivercrest School District
- Innerplan Furniture
- Southside School District

# JACOB STRAESSLE

## Business Development Executive



### CONTACT

jacob.straessle@  
entegritypartners.com

### EDUCATION

Sewanee: University of the South  
Sewanee, TN

B.A. in Environmental &  
Sustainability '18

### YEARS WITH ENTEGRITY

2018 - Present

### RESPONSIBILITIES

As a Business Development Executive, Jacob's current responsibilities include building market position by locating, developing, defining, negotiating, and closing business relationships. Jacob's focus is on developing and managing relationships with public sector partners and working with them on operational waste reduction opportunities beneficial to all parties.

### PROFESSIONAL SUMMARY

Jacob joined Entegrity in 2018 after graduating from Sewanee: The University of the South with a degree in Sustainability.

He began his career at Entegrity as a Project Analyst, where he organized and conducted over 300 independent energy assessments for buildings in the public and private sector to fulfill their energy-conservation focused projects to reduce client's operational waste.

As part of Entegrity's performance contracting team, Jacob is now responsible for developing performance contracts in the public and private sector throughout Tennessee.

### NOTABLE EXPERIENCE

- Lane College
- Southern College of Optometry
- Hamblen County Justice Center

# APRIL AMBROSE

LEED Fellow, GCP

## Business Development Manager

### RESPONSIBILITIES

April's current responsibilities include sales, education, and technical expertise for EntegriTY's Sustainability and Energy Divisions. This includes managing all aspects of Education and Sales for EntegriTY including curriculum and new service development, project team coordination, financial oversight, technical guidance, and planning activities.

Specific areas of expertise include product/service development, design and construction projects, sustainability rating systems, dashboards, marketing/education, K-12 and higher education integration, and behavioral changes.

### PROFESSIONAL SUMMARY

April received a BA in a self-designed Environmental Education major, which included an Arkansas high school teaching certificate, from Hendrix College. She is a graduate of the University of Arkansas, Division of Agriculture LeadAR Class 13 and Leadership Greater Little Rock Class XXIX (LGLR).

She was recognized by the USGBC as the 2020 South Central Sherone of the Year, USGBC AR as the Central Arkansas Outstanding Member, and by Arc Skoru as an Arc Early Adopter. April was also awarded the Outstanding Young Alumna Award from her alma mater Hendrix College, 40 under 40 Arkansas Business Leaders to Watch, Eco-Hero by the Arkansas Green Guide.

As the first employee of EntegriTY, April has been integral to the growth of the company by serving as the Director of Operations for Sustainability, opening the EntegriTY Memphis office, participating in the design and implementation of hundreds of building projects, and providing over 500 presentations on sustainability and energy to various local and national groups including non-profits, trade organizations, governmental entities, K-12 and higher education schools, media outlets, and environmental organizations.

### NOTABLE EXPERIENCE

- FedEx Freight
- FedEx Express
- Nike
- Southwest Power Pool
- Kum & Go
- Farmer Brothers Coffee
- Methodist Le Bonheur Healthcare
- University of Central Arkansas
- University of Memphis
- Hendrix College
- Central Arkansas Library System
- City of Memphis
- City of Little Rock
- Safe Foods
- Federal Government: DOD, VA, GSA



### CONTACT

april.ambrose@  
entegritypartners.com

### EDUCATION

Hendrix College - Conway, AR

B.A. in Environmental  
Education, '01

University of Arkansas Division  
of Agriculture Cooperative  
Extension LeadAR Class 13, '09

Leadership Greater Little Rock  
Class XXIX, '14

### CERTIFICATIONS

LEED® Fellow

LEED AP BD+C

AR Teaching Licensure, Specialty  
in Environmental Education

USGBC Faculty with Green  
Classroom Professional  
designation

Green Classroom Professional

### PROFESSIONAL ASSOCIATIONS

International Society of  
Sustainability Professionals

U.S. Green Building Council

AR Natural Sky Association  
(Steering Committee)

### YEARS WITH ENTEGRITY

2007 - Present

# CAM DEACON

## Director of Finance



### CONTACT

cam.deacon@  
entegritypartners.com

### EDUCATION

University of Arkansas -  
Fayetteville, AR

B.S.B.A. in Finance

University of Arkansas -  
Little Rock, AR

Master of Business  
Administration

### PROFESSIONAL ASSOCIATIONS

Rotary Club of Little Rock

### YEARS WITH ENTEGRITY

2019 - Present

### RESPONSIBILITIES

As Director of Finance for Entegrity, Cam is responsible for coordinating project financing, developing finance relationships with industry leading finance companies, and developing a network of finance companies to provide financing vehicles for all vertical markets and service offerings. Additional responsibilities include managing and coordinating grant funding sources such as USDA loans, local, federal, and state run programs and overseeing all project closings.

### PROFESSIONAL SUMMARY

Cam's career began in banking and finance in Little Rock, AR as a credit analyst at Arvest Bank and soon moved into lending. After joining First Security Bank as a Vice-President/Commercial Loan Officer, he originated multiple large-ticket real estate projects before leaving for Charleston, SC. Upon his return, Cam incorporated Deacon Capital Partners in 2013, has represented clients throughout a 12-state region and originated in excess of \$150M of various commercial real estate transactions.

Cam graduated with a BSBA in Finance with an emphasis in real estate from the Walton School of Business at the University of Arkansas at Fayetteville and has an MBA from University of Arkansas at Little Rock.

Cam is a graduate of Leadership of Greater Little Rock, and has been active in several community service projects and non-profit organizations including Make-a-Wish Foundation. He previously served as Board member of The Hat Club of Little Rock and currently serves as a Board member of the Miracle League of Arkansas. Cam also recently joined the Rotary Club of Little Rock downtown.

# WHIT COX

## General Counsel



### CONTACT

whit.cox@  
entegritypartners.com

### EDUCATION

Hendrix College

B.A. in International Relations &  
Global Studies

University of Arkansas School of  
Law - Fayetteville, AR

Juris Doctor

The George Washington  
University Law School

LL.M. in Environmental Law

### YEARS WITH ENTEGRITY

2021 - Present

### RESPONSIBILITIES

As Entegrity's General Counsel, Whit provides legal advice and services to aid Entegrity's' business operations. His current responsibilities primarily consist of supporting Entegrity's solar development and energy services operations through regulatory and transactional work. For example, Whit handles all net-metering applications filed with the Arkansas Public Service Commission on behalf of Entegrity's solar clients. He also drafts legislation and regulation to expand Entegrity's opportunities for developing solar energy projects in other states.

### PROFESSIONAL SUMMARY

Whit has a BA in International Relations from Hendrix College, a JD from the University of Arkansas School of Law, and an LLM in Environmental Law from the George Washington University Law School.

Whit's legal experience and expertise are focused primarily on energy regulation and conservation. Whit has prior experience working for regulatory agencies at both the state and federal level, having worked for the U.S. Environmental Protection Agency, the Arkansas Game and Fish Commission, and the Arkansas Public Service Commission, where he helped draft net-metering rules and policies favorable to the development of solar energy in Arkansas. He got into energy regulatory law with the goal of advancing the electric grid's transition to clean and renewable energy. Thus, joining Entegrity's team in 2021 was a good fit in light of the company's focus on energy conservation and sustainability.

# COURTNEY SWINDLER

PE

## Vice President

### RESPONSIBILITIES

As Vice President, Courtney will be involved with all project development and implementation efforts, working to ensure that everything is delivered as promised to our clients. His extensive experience with commercial construction makes Courtney an ideal fit to oversee energy projects.

### PROFESSIONAL SUMMARY

Courtney is a mechanical engineer with extensive experience in the commercial industry where, most recently, he managed multiple projects in the healthcare sector valued at over \$20,000,000. His primary focus is to evaluate each individual client's needs and find the most efficient systems for them moving forward. Previously, Courtney spent over 40 years as a business owner of a mechanical contracting company where his design and engineering skills helped to optimize the installation process and improve the constructability of his projects. His business-owner skills translate into superior customer service economics for our clients at Entegrity.

### NOTABLE EXPERIENCE

- Arkansas Department of Corrections
- Valley View School District
- City of Helena-West Helena
- University of Arkansas
- Lauderdale County School District
- University of Arkansas Community College at Hope-Texarkana



### CONTACT

courtney.swindler@  
entegritypartners.com

### EDUCATION

University of Arkansas -  
Fayetteville, AR

B.S. in Mechanical Engineering,  
'78

### CERTIFICATIONS

Professional Engineer  
AR

### PROFESSIONAL ASSOCIATIONS

American Society for Healthcare  
Engineering (ASHE)

Arkansas Academy of  
Mechanical Engineering

Leadership Greater Little Rock  
Alumni Association

### YEARS WITH ENTEGRITY

2018 - Present



# CHRIS TYLER

## Project Manager

### CONTACT

chris.tyler@entegritypartners.com

### EDUCATION

University of Arkansas - Little Rock,  
AR

B.S. in Construction  
Management

University of Arkansas Community  
College - Morrilton, AR

A.A. in Business

### CERTIFICATIONS

American Institute of Contractors  
(AIC), Associate Constructor

OSHA 30 Hour Construction  
Safety & Health Certificate

Green Advantage Certified  
LEED Green Associate

### YEARS WITH ENTEGRITY

2021 - Present

### RESPONSIBILITIES

As a Project Manager, Chris will be responsible for ensuring that each measure of a project meets the client's needs and performs to their expectations. He will work side by side with the client throughout the entire process, keeping the lines of communication open while anticipating their needs and overcoming obstacles.

### PROFESSIONAL SUMMARY

Chris joined Entegrity in 2021 after spending 11 years with Nabholz (Entegrity's sister company). There, he was responsible for all aspects of management and administration of contract documents, submittals, subcontractors, meetings, closeout documents, and warranty periods for the duration of the project. His construction and project management experience spans a wide array of markets, including healthcare, higher education, K-12, and entertainment-related projects.

Chris brings an extensive background in construction management to Entegrity's project management team. He will use his lifetime experience, professionalism, and strong work ethic to deliver top-notch projects to Entegrity clients.

### NOTABLE EXPERIENCE

- Oklahoma State University\*
- University of Tulsa\*
- Hillcrest Medical Center\*
- Bartlesville Public Schools\*
- Clarksville School District\*
- Manila School District\*
- Tulsa Zoo Management, Inc\*

\*Indicates work performed at a previous firm



# MICKEY PEREZ

## Construction Project Manager

### CONTACT

mickey.perez@  
entegritypartners.com

### EDUCATION

Art Institute of Dallas

### CERTIFICATIONS

Construction Document  
Technologist by CSI (CDT)

### PROFESSIONAL ASSOCIATIONS

Keep Bryant Beautiful  
Arkansas STEM Coalition

### YEARS WITH ENTEGRITY

2019 - Present

### RESPONSIBILITIES

As a Performance Contract Project Manager, Mickey is the main point of contact for our ESPC Clients to ensure that each measure of the project meets their needs and performs to their expectations. Mickey strives to go above and beyond to ensure our Entegrity Clients have a positive construction experience. She works side by side with the Client throughout the entire process, taking great care to keep the lines of communication open while anticipating their needs and overcoming obstacles.

### PROFESSIONAL SUMMARY

Mickey comes to Entegrity with over 15 years of experience in the construction industry. She has worked in various roles while in the industry but brings extensive project management experience to her current position having been project manager on major projects prior to working with Entegrity. Her previous positions of Project Estimator and Project Coordinator on numerous construction projects provide Mickey with a long history of experience in the construction and various aspects of project management.

### NOTABLE EXPERIENCE

- Lauderdale County School District
- Winona-Montgomery Consolidated School District
- Central Arkansas Library System

# BRECK LOVELADY

LEED AP

## Director of Construction Management

### RESPONSIBILITIES

As Director of Construction Management for Entegrity's Energy Savings Performance Contracting Division, Breck works collaboratively with clients and Entegrity personnel to develop and execute a management plan that will result in a project completed on time, on budget, and with the utmost quality.

### PROFESSIONAL SUMMARY

Breck has over 20 years of experience in construction project management. He is a graduate of Arkansas Northeastern College and a LEED Accredited Professional.

As part of the Entegrity operations team, Breck is responsible for the overall coordination, management, and administrative functions from project development to project completion and warranty.

### NOTABLE EXPERIENCE

- Batesville School District
- Arkansas Department of Corrections
- Arkansas Department of Community Corrections
- Pulaski County Government
- Harrison Public Schools
- Cedar Ridge School District
- Hope Public Schools
- City of Helena-West Helena
- North Arkansas College



### CONTACT

breck.lovelady@  
entegritypartners.com

### EDUCATION

University of Central Arkansas  
Conway, AR  
B.S. in Accounting

### CERTIFICATIONS

LEED Accredited Professional  
HCC Certificate  
American Society for Healthcare  
Engineering

### PROFESSIONAL ASSOCIATIONS

Associated Builders & Contractors  
American Society of Professional  
Estimators  
American Institute of Constructors

### YEARS WITH ENTEGRITY

2014 - Present

# PARKER HIGGS

PE, CEM

## Director of Energy Engineering



### CONTACT

parker.higgs@  
entegritypartners.com

### EDUCATION

University of Arkansas -  
Fayetteville, AR

B.S. in Mechanical Engineering  
Minor in Math and German

### CERTIFICATIONS

Professional Engineer (PE)  
Certified Energy Manager (CEM)  
LEED Green Associate

### PROFESSIONAL ASSOCIATIONS

U.S. Green Building Council  
Association of Energy Engineers

### YEARS WITH ENTEGRITY

2013 - Present

### RESPONSIBILITIES

As Director of Energy Engineering, Parker specializes in existing building work for Entegrity's Energy Services division. More specifically, he oversees the operations of Entegrity's energy modeling, energy audits, and measurement and verification services. His responsibilities include cataloging inventory during project development, working to establish a measurement plan during the energy audit, analyzing utility bills, benchmarking facilities, constructing energy models, and calculating energy and water savings for proposed energy efficiency measures.

### PROFESSIONAL SUMMARY

Since joining Entegrity in 2013, Parker has played a fundamental role in the development of more than \$100 million in performance contracting. As a Regional Director of Energy Services at Entegrity, Parker and his team are responsible for execution of commissioning, building testing, energy assessments, and all Energy Services within the Little Rock office. His primary responsibility is to work with Entegrity engineers and clients to efficiently guide projects from opportunity to reality.

Parker is a licensed Professional Engineer (PE), a Certified Energy Manager (CEM), and a graduate of the University of Arkansas College of Engineering, where he received a Bachelor of Science in Mechanical Engineering. Locally, Parker is involved in many community organizations and is a graduate of Class XXXV of Leadership Greater Little Rock.

### NOTABLE EXPERIENCE

- University of Arkansas System Projects
- Arkansas Department of Correction
- Batesville School District
- Lauderdale County School District
- Pulaski County
- Central Arkansas Library System
- St. Jude Advanced Research Center

# SAM SHELTON

CEM, EIT, LEED GA

## Project Manager

### RESPONSIBILITIES

As a Project Manager, Sam's responsibilities include managing project development for Entegrity's Energy Savings Performance Contracts. Sam leads Investment Grade Audits - coordinating internal and external meetings, ensuring project milestones are met, preparing reporting deliverables, and presenting financial and operational impact information allowing clients to make informed decisions about their projects.

### PROFESSIONAL SUMMARY

Since starting his career with Entegrity, Samuel has consistently moved up the ranks and taken on greater and greater responsibility. As an intern, Samuel worked in various facets of Entegrity and became familiarized with energy services operations including Utility Analysis, Measurement & Verification, and Assessments. After graduation, Sam began managing Energy Modeling projects, and quickly moved into Retro-Commissioning of existing buildings – developing cost-effective projects to optimize existing facilities' mechanical systems.

By continuously producing quality work with a focus on process improvement, Sam moved up to managing the project development of Energy Savings Performance Contracts. Developing these comprehensive projects requires coordination of internal and external stakeholders, analysis of system interactivity, and timely reporting to facility owners. These projects are designed to leverage utility savings to accomplish holistic facility improvements.

### NOTABLE EXPERIENCE

- Arkansas Technical University M-Street Dormitory, Retro-Commissioning
- St. Jude's Research Hospital, Retro-Commissioning
- Lauderdale County School District, ESPC Development
- Hope Public Schools, ESPC Development
- UofA Hope-Texarkana ESPC, Development
- Arkansas Department of Corrections, ESPC Development



### CONTACT

sam.shelton@  
entegritypartners.com

### EDUCATION

University of Arkansas - Little Rock,  
AR

B.S. in Systems Engineering

### CERTIFICATIONS

Certified Energy Manager (CEM)

Engineer in Training (EIT)

LEED Green Associate

### YEARS WITH ENTEGRITY

2016 - Present



# ELISE FOX

## Energy Engineer

### CONTACT

elise.fox@  
entegritypartners.com

### EDUCATION

Missouri University of Science and  
Technology - Rolla, MO

B.S. in Chemical Engineering,  
'13

### YEARS WITH ENTEGRITY

2020 - Present

### RESPONSIBILITIES

As the Energy Services Administrative Coordinator, Elise's current responsibilities include on-site support during site visits, lighting audit grading/sold project grading, and PC reporting and closeout. Elise provides administrative support for directors, as well as some project management on IGA projects.

### PROFESSIONAL SUMMARY

In 2013, Elise completed her degree in Chemical Engineering at Missouri University of Science and Technology. During her time in college she gained experience in research and development and manufacturing through internships with Solae (a subsidiary of DuPont) and L'Oréal. She has spent most of her career in manufacturing with responsibilities including equipment procurement and testing, production management, and new product scale up and process development.

Elise joined Entegrity in 2020 as the Energy Services Administrative Coordinator.

### NOTABLE EXPERIENCE

- Booneville School District
- Augusta School District
- Hazlehurst City School District
- Armored Public Schools
- Lane College
- Greenville Public Schools

# FLINT RICHTER

*NABCEP PV Installation Professional*

## Director of Operations

### RESPONSIBILITIES

Current responsibilities include assisting in the growth and development of Entegrity's Solar Division as well as supervision of the design, estimating, installation and commissioning of Entegrity solar projects.

### PROFESSIONAL SUMMARY

Flint Richter is a NABCEP Certified PV Installation Professional with over 21 years of experience in the design and implementation of residential, commercial, and industrial solar systems and energy storage systems.

Before joining Entegrity, Flint was the founder and principal of Richter Solar Energy, a Northwest Arkansas based solar energy firm specializing in the design and installation of solar electric systems. In addition to his work at Richter Solar Energy, Flint is also an instructor for Solar Energy International, a non-profit educational organization that provides training and expertise in renewable energy worldwide.

### NOTABLE EXPERIENCE

- University of Arkansas at Hope-Texarkana Solar Learning Lab
- University of Arkansas Agricultural Division
- Fayetteville Public Schools
- Cedar Ridge and Midland School Districts
- Concord School District
- Augusta School District
- Green Forest School District
- Riverside School District
- Rivercrest School District



### CONTACT

flint.richter@  
entegritypartners.com

### EDUCATION

University of Arkansas -  
Fayetteville, AR

B.S. in Journalism

### CERTIFICATIONS

NABCEP PV Installation  
Professional

### YEARS WITH ENTEGRITY

2018 - Present



# WES COLEMAN

## Project Manager

### CONTACT

wes.coleman@  
entegritypartners.com

### EDUCATION

Lyon College - Batesville, AR  
B.S. in Business Administration

### YEARS WITH ENTEGRITY

2018 - Present

### RESPONSIBILITIES

As Project Manager, Wes's responsibilities include estimating, contract development, scheduling, procurement, monthly cost report projections, and analyzing project-specific risks and opportunities. He also provides coordination between solar developer, engineering, utility service provider, subcontractors, and vendors. Other responsibilities include preparing and maintaining project schedules, presenting project progress, establishing relationships and communication with other key personnel, and handling and proving all closeout documentation.

### PROFESSIONAL SUMMARY

Wes is a graduate of Lyon Colleges Business program. While working towards his degree, Wes played baseball for the Scots. Wes joined Entegrity in 2015 working as an Energy Analyst in the Lighting Department. Wes managed a 40+ store lighting retrofit project. In 2019, Wes switched divisions and became the project manager for the solar division.

Before joining Entegrity, Wes was a Financial Administrator at a residential energy services company. His duties included daily billings, uploading client data into systems accurately, support month-end and year end-process, and prepare and public timely monthly financial statements.

### NOTABLE EXPERIENCE

- Batesville School District
- Cedar Ridge School District
- Midland School District
- Searcy Water & Utilities
- City of Green Forest
- City of Brinkley



# JACOB MCCLURE

## Operations and Maintenance Manager

### CONTACT

jacob.mcclure@  
entegritypartners.com

### EDUCATION

Pittsburgh State University-  
Pittsburgh, KS

B.S. in Biology

Minor in Construction Tech

### CERTIFICATIONS

OSHA 30

NFPA 70E Arc Flash

3M Splice and Terminations

Texas and Arkansas Licensed  
Journeyman

Dynatel Industrial Locating

Fiber Splice and Termination

### YEARS WITH ENTEGRITY

2019 - Present

### RESPONSIBILITIES

As the Operations and Maintenance Manager for Entegrity's Solar Division, Jacob oversees and coordinates all solar projects on-site, including staffing, scheduling, client correspondence, troubleshooting, and commissioning.

### PROFESSIONAL SUMMARY

Jacob's career began in utility scale solar with Blattner Energy, an EPC solar contractor building multi-megawatt systems across the United States.

Jacob graduated with a BS in Biology from Pittsburg State University, where he developed the technical skill-set that allowed him to accelerate in the solar field.

Jacob's history in the utility scale space allowed him to develop skills in Construction, Substation Repair and Retrofit, Medium Voltage Collection Systems (34.5kV), DC collection Systems (1000-1500VDC), Plant Commissioning, SCADA Installation, Troubleshooting, Coordinate electrical installation and testing, Procurement, Engineering review, and most of all, the management of people. Jacob has coordinated as many as 300 people on the job-site at any given time.

### NOTABLE EXPERIENCE

- Desert Green Solar\*
- Mustang Solar\*
- Portal Ridge Solar\*
- MS-3 Solar\*
- Bluebell Solar\*
- Quitman Solar\*

\*denotes projects from a previous firm



# BRANDON DAY

## Project Manager

### CONTACT

brandon.day@  
entegritypartners.com

### EDUCATION

University of Central Arkansas -  
Conway, AR

B.S. in Business Management

### YEARS WITH ENTEGRITY

2016 - Present

### RESPONSIBILITIES

Current responsibilities include supporting Entegrity's Lighting Division with project management, working closely with vendors and utility providers, lighting audits, and lighting layouts for retrofit projects.

### PROFESSIONAL SUMMARY

Brandon joined Entegrity in 2016 after working for many electrical distributors. During his time with those distributors, he gained a vast understanding of the electrical industry, including energy efficiency products. He also worked on many energy efficiency projects and worked closely with local utilities to maximize rebates for clients.

As a part of the Entegrity team, Brandon is responsible for managing projects, as well as working closely with Utilities and vendors. He has managed incentives for projects across many states, and a member of numerous utility trade ally programs.

### NOTABLE EXPERIENCE

- Arkansas Department of Corrections Brickeys & Delta Units
- Arkansas Community Corrections
- Tulsa Public Schools
- Pulaski County
- Colliers Polaris Ohio
- Harley Davidson
- Hays Medical
- Paul Morrell Formalwear
- Red Cross
- Winona-Montgomery Consolidated School District



#### CONTACT

charles.maddox@  
entegritypartners.com

#### EDUCATION

Licensed Master Electrician in  
Arkansas, '02 M-7709

#### CERTIFICATIONS

OSHA 10 Hour Course Certified  
AEMC Ground Resistance  
Certified

#### YEARS WITH ENTEGRITY

2015 - Present

# CHARLES MADDUX

## Director of Implementation

#### RESPONSIBILITIES

As Implementation Director, Charles' main task is to ensure that all Entegrity projects are installed safely, on time, and in accordance with contract. Charles is also responsible for coordinating Entegrity's purchasing and inventory efforts and overseeing all warranty claims for Entegrity projects.

#### PROFESSIONAL SUMMARY

A licensed Master Electrician for 15 years, Charles Maddox is a trained expert in AC/DC systems, high-voltage terminations, transformers, switch gears, generators, and energy efficient LED lighting. Charles' 21-year career in the electrical business has been a steady climb from the ranks of Journeyman Electrician to his current post as Implementation Director for Entegrity.

Prior to joining Entegrity, Charles was Field Superintendent for CCI of Arkansas. In this role, he supervised electrical work crews to ensure proper installations and efficient completion of tasks, performed commercial electrical work, and enforced job-site safety. Additional experience includes research, development and implementation of LED lighting retrofits and occupancy sensors.

#### NOTABLE EXPERIENCE

- Red Cross National
- Phoenix Investors
- Arkansas Department of Corrections
- Hendrix College

# COREY KEEN

CPMP, CxA, LEED AP BD+C

## Regional Director of Energy Services



### CONTACT

corey.keen@  
entegritypartners.com

### EDUCATION

University of Arkansas -  
Fayetteville, AR

B.S. in Civil Engineering, '01

### CERTIFICATIONS

Certified Commissioning Authority  
(CxA)

Commissioning Process  
Management Professional  
(CPMP)

LEED AP Building Design &  
Construction (LEED AP BD+C)

IECC Commercial Energy  
Inspector with ASHRAE 90.1-2012

IECC Commercial Energy Plans  
Examiner with ASHRAE 90.1-2012

### PROFESSIONAL ASSOCIATIONS

U.S. Green Building Council

Association of Energy Engineers

Military Officers Association of  
America

American Society of Heating,  
Refrigeration, and Air  
Conditioning Engineers

Building Commissioning  
Association

AABC Commissioning Group

### YEARS WITH ENTEGRITY

2012 - Present

### RESPONSIBILITIES

As the Regional Energy Services Director out of the Fayetteville office, Corey oversees the operations of Entegrity's energy modeling, energy audits, and measurement and verification services in the region. Additionally, Corey is responsible for the successful completion of all commissioning work company-wide, serves as a commissioning agent and technical expert on the most complex projects, as well as assists with building testing and sustainability consulting projects.

### PROFESSIONAL SUMMARY

Corey has been in the construction industry for 20 years, starting as a mason tender while finishing his degree in Civil Engineering from the University of Arkansas. He has immersed himself in the energy services field since 2012, spearheading the commissioning efforts for Entegrity on our most complex projects. Corey has been the Commissioning Agent of Record on over 150 projects totaling over 6 million square feet, and he has accumulated extensive knowledge and project experience throughout this time.

Corey's hands-on, methodical approach to problem solving is complimented by his organization and communication skills. An exceptional project manager and team leader, clients appreciate his ability to stay on top of every facet of a project to ensure Entegrity's services are maximized for the client and project team alike.

### NOTABLE EXPERIENCE

- St. Jude Advanced Research Facility
- Arkansas Children's Hospital Northwest Arkansas
- University of Arkansas Razorback Stadium Expansion
- University of Arkansas Pat Walker Health Center
- University of Arkansas Baseball Performance Center
- Freedom Elementary
- Fayetteville High School
- Walton Arts Center Expansion
- J.B. Hunt Tower 3
- Pinnacle Heights II Tower
- Theatre Squared

# ZACH KREMER

PE, CxA, RCx-EB CP

## Senior Energy Engineer

### RESPONSIBILITIES

As a Senior Energy Engineer, Zach is responsible for managing and executing the commissioning process during the design, construction, acceptance and occupancy phases of the project. Zach serves as the primary point of contact for the owner as well as the design and construction teams for projects. Additionally, he develops commissioning plans and specifications, conducts reviews of the design documents and contractor submittals, attends OAC and subcontractor coordination meetings, conducts site visits to review systems installation and startup, develops and executes functional performance testing and assists in the resolution of any issues identified from construction through the warranty period. Zach's other primary responsibilities include leading retro-commissioning projects and energy audits. These roles include assessing existing equipment and systems, optimizing their operation, and identifying and quantifying energy savings opportunities.

### PROFESSIONAL SUMMARY

Zach is a graduate of the Milwaukee School of Engineering where he earned his degree in Architectural Engineering. Zach entered the workforce as a mechanical designer for Henderson Engineers where he was responsible for load calculations, system design selection, and creating energy models for LEED projects. He then spent six years as a commissioning agent for Henderson Building Solutions, executing and managing a variety of projects.

Zach's previous experience working as mechanical designer and commissioning agent before joining Entegrity has provided him with extensive knowledge of both project management and technical work in the energy field. Additionally, his familiarity with both new and existing projects allow him to apply best practices from both project types to provide maximum benefit to his clients and project team members.

### NOTABLE EXPERIENCE

- Lawrence School District
- Springfield School District
- Butler School District
- Bolivar School District
- St. Jude Advanced Research Center



### CONTACT

zach.kremer@  
entegritypartners.com

### EDUCATION

Milwaukee School of Engineering-  
Milwaukee, WI

B.S. in Architectural Engineering

### CERTIFICATIONS

Professional Engineer (PE)

Certified Commissioning Authority

NEBB Certified Professional -  
Retro- Commissioning of Existing  
Buildings

### YEARS WITH ENTEGRITY

2019 - Present

# TRACEY CALDWELL

CxT, EMIT, LEED GA

## Commissioning Agent



### CONTACT

tracey.caldwell@  
entegritypartners.com

### EDUCATION

University of Arkansas -  
Fayetteville, AR

B.S. in Industrial Engineering

### CERTIFICATIONS

LEED Green Associate

Certified Commissioning  
Technician

Energy Manager in Training

### PROFESSIONAL ASSOCIATIONS

U.S. Green Building Council

Association of Energy Engineers

### YEARS WITH ENTEGRITY

2016 - Present

### RESPONSIBILITIES

As Project Manager, Tracey's responsibility include working as the CxA on all Energy Performance Contract projects. She is also the primary commissioning agent for all EPC projects. Additionally, she creates draft system verification checklists and functional performance tests and then distributes approved documents to team members, preforms construction site evaluations of MEP instillation and distribute reports, attends construction coordination and progress meetings, assists in controls program review and TAB Verification, implements functional performance tests in conjunction with the CxA and monitors project warranty issues.

### PROFESSIONAL SUMMARY

Tracey is a graduate of the University of Arkansas' Industrial Engineering program. While working towards her degree, Tracey completed an internship with Entegrity and now serves as Project Manager for Entegrity's Energy Services division. Tracey's technical experience includes OSHA Safety, knowledge in HVAC systems, commissioning process, water intrusion testing, air barrier testing, and Energy Star performance rating. She is a LEED Green Associate, Certified Commissioning Technician, and Energy Manager in Training.

### NOTABLE EXPERIENCE

- Lauderdale County School District
- Arkansas Department of Correction
- Arkansas Community Correction
- Manila School District
- Henryetta School District
- UASDA Center for Agricultural Science Building
- Arkansas Children's Hospital Northwest
- University of Arkansas Pat Walker

# JOHN WIXSON

ACP, BSC CP

## Regional Energy Services Director

### RESPONSIBILITIES

As the Regional Energy Services Director out of the Lenexa office, John specializes in existing building work for Entegrity's Energy Services division. He oversees the operations of Entegrity's energy modeling, energy audits, and measurement and verification services in the region. His responsibilities include cataloging inventory during project development, working to establish a measurement plan during the energy audit, analyzing utility bills, benchmarking facilities, constructing energy models, and calculating energy and water savings for proposed energy efficiency measures. John will interface with clients during project development. John also helps with planning and testing complicated systems as well as provide oversight with Troubleshooting of issues.

### PROFESSIONAL SUMMARY

John has over 17 years of experience under his belt in the energy services field. As Director of Commissioning for Henderson Building Solutions for 8 years, John has accumulated extensive knowledge and project experience. He offers experience in commissioning MEP systems, managing project teams, and maintaining relationships with clients.

John is a graduate of Kansas State University where he studied Construction Science and Management and received his Bachelors of Science degree. As part of Entegrity's energy services division, John will use his past leadership experience to oversee operations and provide a liaison for clients and internal team members.

### NOTABLE EXPERIENCE

- Bolivar R-I School District
- Butler R-V School District
- Lawrence Public Schools
- Morton County Health



### CONTACT

john.wixson@  
entegritypartners.com

### EDUCATION

Kansas State University -  
Manhattan, KS

B.S. in Construction Science &  
Management

### CERTIFICATIONS

NEBB Certified Professional  
Whole Building Systems  
Technical Commissioning  
HVAC Systems

### YEARS WITH ENTEGRITY

2019 - Present

# ELIZABETH BALENTINE

CMVP, EEP

## Energy Analyst

### RESPONSIBILITIES

As an Energy Analyst, Elizabeth's current responsibilities include managing energy management projects such as measurement & verification, on-going commissioning, ECM savings, and utility analysis.

### PROFESSIONAL SUMMARY

Elizabeth is a graduate of the University of Arkansas at Little Rock, an Energy Efficiency Practitioner and a Certified Measurement and Verification Professional. Elizabeth joined Entegrity in 2021 after serving as Senior Energy Analyst for Bernhard Engineering. During her tenure at Bernhard she managed billing data for clients, Energy Star accounts, and filed disputes on behalf of clients.

She has over 5 years of Energy Analyst experience which includes writing Measurement & Verification plans, conducting rate analyses, building meter-specific baseline regression models, creating utility forecasting, and water supply-side audits.



### CONTACT

liz.balentine@  
entegritypartners.com

### EDUCATION

University of Arkansas at Little  
Rock - Little Rock, AR

B.A. in Political Science, '06

### CERTIFICATIONS

Certified Measurement and  
Verification Professional

Energy Efficiency Practitioner

OSHA 10-Hour Construction

### PROFESSIONAL ASSOCIATIONS

Association of Energy Engineers

Arkansas Association of Energy  
Engineers

### YEARS WITH ENTEGRITY

2021 - Present



# BRYAN YATES

CxA, CxT, LEED AP BD+C

## Senior Project Manager

### CONTACT

bryan.yates@  
entegritypartners.com

### EDUCATION

Missouri State University -  
Springfield, MS

B.S. in Marketing Research  
Decision Analysis, '92

M.S. in Biology, '97

University of Wisconsin - Madison,  
WI

Energy Modeling for High  
Performance Buildings, '07

AG123 Training Center -

Lighting Design and Daylighting  
Software, '08

### CERTIFICATIONS

Certified Commissioning Authority  
(CxA)

Certified Commissioning  
Technician (CxT)

LEED AP Building Design &  
Construction

### PROFESSIONAL ASSOCIATIONS

U.S. Green Building Council

Association of Energy Engineers

James River Basin Partnership

Ozarks Regional Buildings  
Enclosure Council

### YEARS WITH ENTEGRITY

2016 - Present

### RESPONSIBILITIES

Current responsibilities include managing new construction commissioning projects for Entegrity's Energy Services division including fundamental and enhanced commissioning, functional performance testing and LEED sustainable construction consulting.

### PROFESSIONAL SUMMARY

Bryan has over twenty years of experience in the sustainability field and has worked with architecture, engineering, and construction sectors. He is a LEED Accredited Professional in Building Design and Construction and a Certified Commissioning Authority.

Before joining Entegrity, Bryan spent six years as the Director of Sustainability for an Engineering firm specializing in government and private sector work. His duties included managing all sustainability projects in the Midwest as well as business development and strategy in the area.

Bryan has been involved in over thirty-five LEED projects ranging from schools to the largest certified LEED Gold US Army project. Additional areas of expertise include commissioning and testing of a variety of projects including food service, large office, industrial, higher education, retail, and K-12, in both government and private sectors.

### NOTABLE EXPERIENCE

- Methodist University Hospital Tower Expansion
- Springfield Public Schools Bond Projects
- Ft. Leonard Wood Blood Processing Center
- Consolidated Nuclear Air Operations and Support Facility – Whiteman Air Force Base
- Greene County Jail and Sheriff's Office
- McQueary Family Health Sciences Hall – Missouri State University
- Osage Casino and Hotel
- Center for Advanced Manufacturing – Ozarks Technical College
- Jordan Valley Innovation Center, Missouri State University
- Cambria Suites
- Andrews Distributing

# DEREK STRAUSE

PE, CEM, CMVP

## Energy Engineer

### RESPONSIBILITIES

Current responsibilities include coordinating project development for Entegrity's Investment Grade Audits on Performance Contracts. Derek will lead internal meetings ensuring that milestones are met, reports are prepared, and prepare all information so clients can make informed decisions about their projects. He also assists with energy modeling, energy assessments, LEED documentation requirements and providing engineering support for the energy services division.

### PROFESSIONAL SUMMARY

Derek is a graduate of the University of Arkansas where he earned his degree in Mechanical Engineering. Derek entered the work force as a mechanical engineer for Bernhard TME where he was responsible for performing energy audits, and implementing various measurement and verification strategies, creating detailed energy models, performing life-cycle cost analyses, and leading commissioning efforts at complex medical facilities.

Derek's previous experience working in energy services before joining Entegrity has provided him with extensive knowledge of both project management and technical work in the energy field.

### NOTABLE EXPERIENCE

- University of Arkansas – Fayetteville Campus Wide
- Okmulgee Public Schools
- Henryetta Public Schools
- Farmington Public Schools
- City of Wichita
- City of Eureka Springs
- One Metropolitan Square



### CONTACT

derek.strause@  
entegritypartners.com

### EDUCATION

University of Arkansas -  
Fayetteville, AR

B.S. in Mechanical Engineering,

### CERTIFICATIONS

Professional Engineer (PE)  
Certified Energy Manager (CEM)  
Certified Measurement and  
Verification Professional (CMVP)

### YEARS WITH ENTEGRITY

2019 - Present

# BRANDON SMITH

CxA, CEM, CEA

## Senior Project Manager



### CONTACT

brandon.smith@  
entegritypartners.com

### EDUCATION

University of North Texas - Denton,  
TX

B.S. in Mechanical and Energy  
Engineering

Minor in Math

### CERTIFICATIONS

Certified Commissioning Authority

Certified Energy Manager (CEM)

Certified Energy Auditor

### PROFESSIONAL ASSOCIATIONS

U.S. Green Building Council

Association of Energy Engineers

American Society of Heating,  
Refrigeration, and Air  
Conditioning Engineers

### YEARS WITH ENTEGRITY

2017 - Present

### RESPONSIBILITIES

As a Senior Project Manager, Brandon is responsible for managing and executing the commissioning process during the design, construction, acceptance and occupancy phases of the project. Brandon serves as the primary point of contact for the owner as well as the design and construction teams for projects. Additionally, he develops commissioning plans and specifications, conducts reviews of the design documents and contractor submittals, attends OAC and subcontractor coordination meetings, conducts site visits to review systems installation and startup, develops and executes functional performance testing and assists in the resolution of any issues identified from construction through the warranty period. Brandon's other primary responsibilities include leading retro-commissioning projects and energy audits. These roles include assessing existing equipment and systems, optimizing their operation, and identifying and quantifying energy savings opportunities.

### PROFESSIONAL SUMMARY

Brandon is a graduate of the University of North Texas where he earned a degree in Mechanical and Energy Engineering. He has served as the lead commissioning agent on several hospital, university, and commercial building projects across the country. In addition to leading commissioning projects, Brandon has executed numerous retro-commissioning projects throughout his career saving clients hundreds of thousands of dollars year after year. Other areas of expertise include controls design, executing Industrial Grade Audits, and energy modeling.

### NOTABLE EXPERIENCE

- St. Jude Advanced Research Center
- St. Bernard Medical Center
- Methodist University Hospital Shorb Tower
- Arkansas Community Correction Facility
- Central Arkansas Library
- Batesville School District
- University of Alabama at Birmingham District

# JOHN MATEJKA

*BECxP, ABAA Inspector*

## Director of Building Testing

### RESPONSIBILITIES

As Director of Building Testing for Entegrity's Energy Services Division, John oversees all of Entegrity's building testing projects including building envelope commissioning, air barrier testing, indoor air quality testing, water intrusion testing and thermal imaging.

### PROFESSIONAL SUMMARY

John graduated from the University of Wisconsin – Milwaukee in 2004. He was brought into the energy efficiency industry (and Little Rock) via AmeriCorps and the Clinton Climate Initiative.

John is a Licensed Field Auditor by the Air Barrier Association of America, and a certified Building Enclosure Commissioning Process Provider by the University of Wisconsin. He has also held certifications from the Building Performance Institute, RESNET, and USGBC.

Prior to joining Entegrity, John worked as a Home Energy Auditor for Home Energy Rx and the Clinton Climate Initiative in Little Rock, and The Home Energy Detective in Manassas, VA. His primary responsibilities included performing comprehensive home energy audits, identifying and prioritizing energy saving measures for clients, and performing energy saving retrofits.

### NOTABLE EXPERIENCE

- University of North Carolina Charlotte Health and Wellness Center
- University of Arkansas Razorbacks Stadium Expansion
- Osage Casino, Hotel, and Event Center
- Steamboat Springs Combined Law Enforcement Facility
- Ft. Leonard Wood Blood Processing Center



### CONTACT

john.matejka@  
entegritypartners.com

### EDUCATION

University of Wisconsin -  
Milwaukee, WI

Bachelor of Arts, '04

### CERTIFICATIONS

Air Barrier Association of America  
Inspector

Building Enclosure Commissioning  
Process Provider

Fenestration Associate

### PROFESSIONAL ASSOCIATIONS

U.S. Green Building Council

Association of Energy Engineers

American Society of Heating,  
Refrigeration, and Air  
Conditioning Engineers

Air Barrier Association of America

### YEARS WITH ENTEGRITY

2015 - Present

# MEREDITH HENDRICKS

LEED AP BD+C, Homes, NCARB

## Director of Sustainability Operations



### CONTACT

meredith.hendricks@  
entegritypartners.com

### EDUCATION

University of Arkansas -  
Fayetteville, AR

B.A. in Architecture, '02  
Minor in Art

### CERTIFICATIONS

LEED Accredited Professional  
Building Design & Construction

LEED Accredited Professional  
Homes

NCARB Certified

Registered Architect - Oregon

USGBC Faculty with Green  
Classroom Professional  
Designation

Fitwel Ambassador

### PROFESSIONAL ASSOCIATIONS

U.S. Green Building Council - AR  
Chapter

### YEARS WITH ENTEGRITY

2014 - Present

### RESPONSIBILITIES

As Director of Sustainability Operations for Entegrity, Meredith's responsibilities include leading the sustainable consulting division, acting as part of the integrated design and construction team and providing assistance to the team to help implement the best possible solution for healthy efficient buildings while also meeting and tracking the requirements of the chosen rating system.

### PROFESSIONAL SUMMARY

Prior to joining Entegrity in 2014 as a Project Manager, Meredith worked in the design field practicing architecture in Arizona and Oregon cutting her teeth on a wide variety of projects ranging from Healthcare to a Biodynamic Winery to large scale infrastructure for Light Rail and Streetcar facilities.

Throughout this learning experience with public and private clients, she learned to coordinate with entire teams including architects, engineering teams, planners, landscape architects, contractors, developers and government agencies.

At Entegrity she has enjoyed the diversity of projects, clients and teams that she works with throughout the country as well as managing a great group of project managers within the Sustainability Division. Her particular passions are providing excellent support to clients, supporting the education and broad goals of clients and building occupants and especially helping to make healthy buildings for all people.

### NOTABLE EXPERIENCE

- Adohi Hall, University of Arkansas
- West Cancer Center, Methodist Le Bonheur Healthcare
- Embassy Suites
- Frank O'Mara High Performance Track Center, University of Arkansas
- J.B. and Johnelle Hunt Family Baseball Performance Center, University of Arkansas
- Sculture Building, University of Arkansas

# AMANDA TURNER

LEED O+M, CEM

## Sustainability Project Manager

### RESPONSIBILITIES

As a Sustainability Project Manager, Amanda's current responsibilities include managing a diverse portfolio of LEED, Net Zero Energy, and Historic register Nomination sustainability projects. Amanda also assists with construction phase documentation, analyzing and responding to LEED review comments, and other tasks related to project closeout.

### PROFESSIONAL SUMMARY

Amanda's background in energy efficiency and energy management programs with various companies has led her to be well versed in all areas of energy and sustainability project management. With everything from Data Analyst to Senior Project Manager under her belt, Amanda has extensive experience in energy management and brings that experience to her role as Project Manager with Entegrity.

### NOTABLE EXPERIENCE

- Memphis Housing and Urban Development Office
- City of Memphis New Frayser Library
- Fort Polk Volar Barracks
- Fort Riley Child Development Center
- FedEx Secondary 25
- FedEx Freight Crossdock
- GTLA Corporate Social Responsibility



### CONTACT

amanda.turner@  
entegritypartners.com

### EDUCATION

University of South Carolina -  
Columbia, SC

B.A. in Psychology

### CERTIFICATIONS

Certified Energy Manager  
LEED AP O+M

### PROFESSIONAL ASSOCIATIONS

Association of Energy Engineers  
International Society of  
Sustainability Professionals  
USGBC Tennessee Chapter  
USGBC Tennessee Market  
Leadership Advisory Board

### YEARS WITH ENTEGRITY

2019 - Present



## 6. FINANCIAL STRENGTH / BONDING CAPACITY

**a. Demonstrable ability to bond savings through third party surety.**

Please see Entegrity's bonding letter and financial statements on the following pages.