#### **VENDOR CONTRACT**

Between		_ and
	(Company Name)	_

## For General Services #01042315

#### **General Information**

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

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

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

#### **Definitions**

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

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

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

#### **Terms and Conditions**

#### Freight

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

#### **Warranty Conditions**

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

#### **Customer Support**

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

#### Contracts

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

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

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

#### Tax exempt status

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

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

#### **Assignments of contracts**

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

#### **Disclosures**

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

#### **Renewal of Contracts**

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

#### **Shipments**

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

#### **Invoices**

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

#### **Payments**

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

#### **Pricing**

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

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

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

#### **Participation Fees**

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

#### Indemnity

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

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

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

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

#### **Multiple Vendor Awards**

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

#### State of Texas Franchise Tax

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

#### Miscellaneous

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

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

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

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

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

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

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

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

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 01042315". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

#### **Form of Contract**

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

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

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

#### Licenses

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

#### **Novation**

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

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

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

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken

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

#### **Smoking**

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

#### **Invoices**

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

#### Marketing

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

#### Supplemental agreements

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

#### **Legal obligations**

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

#### **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to

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

#### **Force Majeure**

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

#### Services

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

#### **Scope of Services**

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

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

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

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

#### **Scheduling of Projects**

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

#### **Support Requirements**

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

#### **Special Terms and Conditions**

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

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

# Check one of the following responses to the General Terms and Special Terms and Conditions: We take no exceptions/deviations to the general and special terms and conditions. (Note: If none are listed below, it is understood that no exceptions/deviations are taken.) We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:	

Date	Subject	Message
02/02/15	2/15 PDF Files All PDF files are Fillable PDF Forms. You have to download the file to your computer, fill out t the form, and upload the form to the "response attachments" section.	
		If a signature is required you have to fill out the form, print the form, sign the form, scan the form, and upload the form to the "response attachments" section.
02/02/15	Pricing	The cell in the spreadsheet called "Total Markup To TIPS Member (%)" is your materials markup percentage.
02/02/15	Appropriate Category	TIPS reserves the right to move vendors from the General Services category to the Trades, Labor and Materials category, if appropriate.
02/05/15	Instructions Corrections	The last paragraph on page 9 of 10 reads, "Services shall include, but limited to:". It should read, "Services shall include, but NOT limited to:".

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

12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
15	Start Time	Average start time after receipt of customer order is working days?	5
16	Years Experience	Company years experience in this category?	18
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	Texas
19	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Transportation and disposal of Hazardous/Non-Haz/labpacks/Class I & Class II waste, environmental services.
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	Virginia Belmore
22	Primary Contact Title	Primary Contact Title	President
23	Primary Contact Email	Primary Contact Email	vbelmore@greenplanetinc.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	972 636 1515
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	972 636 3948
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	214 325 5343
27	Secondary Contact Name	Secondary Contact Name	Mirella Carmona
28	Secondary Contact Title	Secondary Contact Title	Office Administrator
29	Secondary Contact Email	Secondary Contact Email	mirella@greenplanetinc.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	972 636 1515
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	972 636 3948
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	N/A
33	2% Contact Name	2% Contact Name	Virginia Belmore
34	2% Contact Email	2% Contact Email	vbelmore@greenplanetinc.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	972 636 1515
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Virginia Belmore
38	Purchase Order Contact Email	Purchase Order Contact Email	vbelmore@greenplanetinc.com

39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	972 636 1515
40	Company Website	Company Website	N/A
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	75 2697891
42	Primary Address	Primary Address	6371 State Hwy 276 W.
43	Primary Address City	Primary Address City	Royse City
44	Primary Address State	Primary Address State	Texas
45	Primary Address Zip	Primary Address Zip	75189
46	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Hazardous/Non-Hazardous/Labpacks/Class I & Class II waste for transportation and disposal, environmental consulting, Chemical waste disposal
47	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,0002 (Non-Construction). (If YES, yendor	Yes

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)

#### <u>Provisions for purchase with federal funds for contracts exceeding \$100,000</u> <u>These forms are for non-construction contracts</u>

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

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

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

Check your response?

YES NO NO	
Survey of English and	
Virginia Belma	3/3/15
Signature of Authorized Company Official	Date
Virginia Belmore	
Printed Name of Authorized Company Official	
Green Planet, Inc.	
Company Name	

Attach to this page a current W-9 form

Please complete the forms below

#### Form W-9

(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

#### Request for Taxpayer Identification Number and Certification

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

interna	Revenue Service							
	Name (as shown on your income tax return)							
	Green Planet, Inc.	e <sup>e</sup>						
2	Business name/disregarded entity name, if different from above							
g								
Print or type Specific Instructions on page	Check appropriate box for federal tax classification:			Exemptions (see instructions):				
. o	☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/est	ate						
Print or type			Exemp	t paye	e code	i (if an	y) .	
r to	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶			Exemption from FATCA reporting			ıg	
nt C			code (	if any)				
문등	Other (see instructions)							
ij	Address (number, street, and apt. or suite no.)  Requeste	r's name a	and add	ress (d	optiona	l)		·
ě	PO Box 743966							
See 5	City, state, and ZIP code							
တိ	Dallas, TX 75374-3966							
	List account number(s) here (optional)							
Pai	Taxpayer Identification Number (TIN)						3	
Enter	your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line	Social sec	curity n	umbe	r		- lo	
to avo	id backup withholding. For individuals, this is your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other						)°,	
entitie	s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>		-	- 1	-			
	page 3.	<u>-</u>	_					
Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose	Employer	identifi	catio	numb	er		7
numb	er to enter.							Ī
		7   5	- 2	6   9	9 7	8	9 1	
Par	Certification							
Unde	penalties of perjury, I certify that:							
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waiting for a numbe	r to be is:	sued to	me)	, and			
2. la	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have n	ot been r	notified	bv th	ne Inte	rnal l	Reven	ue
Se	vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or divider longer subject to backup withholding, and	nds, or (c)	the IR	S has	s notifi	ed m	e that	l am
ПО	longer subject to backup withholding, and							
	m a U.S. citizen or other U.S. person (defined below), and							
	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is corre							
Certif	ication instructions. You must cross out item 2 above if you have been notified by the IRS that you ar	e current	ly subje	ect to	back	up wi	ithholo	ling
because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and								
generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the								
instru	otions on page 3.		yo	<u></u>			e j	-
Sign	Signature of O							
Here	U.S. person ► Majnia Relmare Date ► 0]	1/06/	<b>1</b> 5				161	
							1	

#### General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at <a href="https://www.irs.gov/w9">www.irs.gov/w9</a>. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

#### **Legal Compliance**

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

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#### Non-Collusive Bidding Certificate

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

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 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:
- 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;
- The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

#### SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

#### Certification Regarding Lobbying

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

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

\$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," 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.

Green Planet, Inc.
Name of Organization
6371 State Hwy 276 W. Royse City, TX 75189
Address of Organization
and the state of t
Virginia Belmore, President
Name / Title of Submitting Official
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Virginia Below
Signature of Submitting Official Made of Chapter and C
and Market March Floring Commencer
3/3/15
Signature Date

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

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

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

Does vendor agree? YES \_\_\_\_\_\_\_nitial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES W Initial of Authorized Company Official

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

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

Does vendor agree? YES M Initial of Authorized Company Official

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

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

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

Does vendor agree? YES W Initial of Authorized Company Official

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

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

Does vendor agree? YES \_\_\_\_\_\_Initial of Authorized Company Official

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

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

Does vendor agree? YES VE Initial of Authorized Company Official

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

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

Does vendor agree? YES VE Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES V Initial of Authorized Company Official

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

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

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

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#### **CONTRACT Signature Form**

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

Company Name:	Green Planet, Inc.			
Mailing Address:	PO Box 75374-3966	e .		
City:	Dallas	2 2		
State:	Texas	=		
	75189			
Zip:	v			
Telephone Number:	elephone Number: (972) 636-1515			
Fax Number:	(972) 636-3948			
Email Address:	vbelmore@greenplanetinc.com			
		* ************************************		
Authorized Signature:	Virginia Belmus	14		
Printed Name:	Virginia Belmore			
Position:	President			
	300 H			
made based on the TI and will affect the awa	otal TERM of one year. Vendors shall honor the PS contract. Failure to pay the fee will be groun ard of future contracts.			
Blenda	McNatt	4-23-15		
TIPS Authorized Signa	ture	Date		
David W.	agne Fitts	4-23-15		
Approved by Region V		Date		

#### REFERENCES

1. Company Name <u>Dallas County Community College District</u> Address <u>4343 North Hwy 67, Mesquite, TX 75150</u>

Point of Contact Tony Sookoor
Telephone Number (972) 860-7738
Email tsookoor@dcccd.edu

Term of Contract 2002 - Present

• Inventory, packaging, transportation & disposal of Hazardous Waste, Lab Pack, Environmental Services and Emergency Response

2. Company Name <u>Dallas Independent School District</u>

Address <u>2419 Cockrell Avenue, Dallas, TX 75215</u>

Point of Contact <u>Daryl Daniels</u> Telephone Number <u>(972) 925-5309</u>

Email <u>Ddaniels@dallasisd.org</u>

Term of Contract 2000 to Present

• Inventory, packaging, transportation & disposal of Hazardous Waste, Lab Pack, Environmental Services and Emergency Response

3. Company Name Arlington ISD - Office of Risk Management
Address 1201 Colorado Lane, Arlington, TX 76015

Point of Contact Corey Robinson
Email crobins5@aisd.net
Telephone Number
Term of Contract (682) 867-7610
2003 - Present

• Inventory, packaging, transportation & disposal of Hazardous Waste, Lab Pack, Environmental Services and Emergency Response

4. Company Name <u>Texas Woman's University</u>

Address 304 Administration Drive, Denton, TX 76201

Point of Contact Mathew Moustakas
Email mmoustakas@twu.edu

Telephone Number (940) 898-2924 Term of Contract 2003 - Present

• Inventory, packaging, transportation & disposal of Hazardous Waste, Lab Pack, Environmental Services and Emergency Response

#### **REFERENCES - page 2**

5. Company Name <u>Tarrant County College District</u>

Address <u>1500 Houston Street, Ft. Worth, TX 76102</u>

Point of Contact Steven Kleypas
Telephone Number (817) 515-1990

Email STEVEN.KLEYPAS@tccd.edu

Term of Contract 2009 - Present

• Inventory, packaging, transportation & disposal of Hazardous Waste, Lab Pack, Environmental Services

6. Company Name <u>Dallas/Fort Worth International Airport</u>

Address 3122 East 30<sup>th</sup> Street, D/FW Airport, TX 75261

Point of Contact <u>Jessica Mock</u> Telephone Number <u>(972) 973-5579</u>

Email <u>jmock@dfwairport.com</u>

Term of Contract 2007 - 2017

• Inventory, packaging, transportation & disposal of Hazardous Waste, Lab Pack and Environmental Services

7. Company Name <u>Dallas Police Department</u>

Address 1725 Baylor Street, Dallas, TX 75226

Point of Contact Cindy Schoelen
Telephone Number (214) 670-8318

Email cindy.schoelen@dpd.dallascityhall.com

Term of Contract 2002 to 2017

 Packaging, transportation & disposal of Hazardous Waste, Lab Pack, Bio-Hazardous, Environmental Services and Emergency Response

8. Company Name City of Abilene

Address 2209 Oak Street, Abilene, TX 79602

Point of Contact <u>David Jorgensen</u> Telephone Number (325) 676-6058

Email david.jorgensen@abilenetx.com

Term of Contract 2009 - Present

 Packaging, transportation & disposal of Hazardous Waste and Lab Pack. & household chemical waste

### The City of Austin Small & Minority Business Resources Department affirms that

#### Green Planet, Inc.

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program and is certified as a

#### **Women-Owned Business Enterprise**

by the City of Austin.



YIOD

Veronica Briseño Lara, Director Small & Minority Business Resources Department

VENDOR CODE: GRE8304338

**EXPIRATION DATE: 06/10/2017** 

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.



#### TEXAS COMPTROLLER of PUBLIC ACCOUNTS

P.O. Box 13186 • Austin, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.* As part of the HUB Program's monitoring efforts, you will be sent a HUB Certification Eligibility Affidavit in approximately 24 months. Failure to complete and submit the HUB Certification Eligibility Affidavit, and/or failure to notify us of changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

#### Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: File/Vendor Number:

Approval Date: Scheduled Expiration Date: 1752697891500

070199 03-JUN-2013 03-JUN-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

#### **GREEN PLANET INC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 07-JUN-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Cibon

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

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.



#### Disadvantaged Business Enterprise Certification



Green Planet, Inc.

Disadvantaged Business Enterprise

has filed with the Agency an Affidavit as defined by 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas: 562112; 562211; 562219;

Hazardous Waste Collection; Hazardous Waste Treatment and Disposal; Other Nonhazardous Waste Treatment and Disposal;

This Certification is vali	d begining	March 201	4	and superceded any registration or listing
previously issued. This c	ertification must	ne updated annually	by submis	sion of an Annual Update AffidavitAt any time
		of the firm, notifical	tion must b	e made immediately to the North Central Texas
Regional Certification A	gency.			
				al Titus
Certificate expiration	March	,20	15	We lever
				Certification Administrator
Issued date	March	,20	14	
CERTIFICATION NO	).		BUTTE	

WFDB60412Y0315

#### Company Profile

Established in 1997, Green Planet Inc. has been a multi-faceted organization with specialties in handling, packaging, transportation and disposal of Hazardous, Non-Hazardous and Lab Pack waste. In addition, we offer a full range of Environmental Services, Waste Management and Recycling Options in cooperation with our reputable suppliers and associates.

Our experience with large Cities, Counties, School Districts, Universities and the private sector have given us an edge to provide a total service approach to our clients with a single source of experience in handling waste management and environmental requirements. We continue to help our clients by providing complimentary site visits to evaluate waste minimization, proper consolidation and compliance. In the private sector, we are consistently developing innovative solutions tailored to fit the special needs of clients in order to maximize their profits by minimizing hazardous waste disposal cost.

Green Planet, Inc. has built a reputation as a top-quality, full service environmental company. Our success is based on efficient management, professionalism and honesty that are portrayed in our prompt attention to respond to our clients needs.

Green Planet, Inc. is HUB Certified as a Woman owned and operated business by Texas Building & Procurement Commission (TBPC), and by NCTRCA Certified as Disadvantaged Business Enterprise.

Name: <u>Virginia Belmore</u>

Title: <u>President</u>

Organization: Green Planet Inc.

Physical Address: 6371 Highway 276 W.

Royse City, TX 75189

Mailing Address: P.O. Box 743966

Dallas, TX 75374-3966

Phone: (972) 636-1515

Fax: (972) 636-3948

E-mail: vbelmore@greeplanetinc.com

EPA/TCEQ Registration Number(s) TXR000079479/88812

DUNS Number 968373225

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY \*\*\* Notice of Registration

12/11/09

Industrial and Hazardous Waste

This registration does not constitute authorization of any waste management activities or facilites listed below. The registration reflects hazardous and/or industrial waste generation and management activities for which the registrant has provided notification. Requirements for solid waste management are provided by Texas Administrative code section 335 of the rules of the Texas Commission on Environmental Quality (TCEQ). Changes or additions to waste management methods referred to in this notice require written notification to the TCEQ.

Solid Waste Registration Number: 88812 EPA Id: TXR000079479

number in any correspondence. The Solid Waste Registration Number provides access to computerized and filed information pertaining to your operation. Please refer to that

Region: 4 County: 199 Rocl Land Type: Priva: Title: President

Private Rockwall

Initial Registration Date: 04/10/2009 Last Amendment Date: Last Date NOR Computer update: Phone: 972-636-1515

04/10/2009

11/30/2009

Site Street Address:

6371 State Highway 276 Royse City, TX 75189-5204

Reporting Method:

Company Name: Site Name:

Site Location: 6 Primary Contact: Mailing Address: e: Green Planet Inc
e: Green Planet
e: Green P

Registration Status:
Registration Type:
Transporter Type: Transport Wst Class: For hire 1 2 H H Other Transfer Facility
Transport own waste
er Used Oil

Business Description: Transportation of Hazardous and Non Hazardous waste, oil,

484110 Gen 30119396791 General Freight Trucking, Local

NAICS Code: Tax Identification #: Handler Status:

Operator Information
Name: Green Planet Inc
Phone: 972-636-1515
Address: PO Box 743966
Dallas, TX, 753

75374-3966

Billing Contact: Billing Address:

Title:

Owner Information

antifreeze and absorbent waste.

Name:

Green Planet Inc 972-636-1515 PO Box 743966

Address: Phone:

Dallas,

75374-3966

Phone:

As of 11/30/2009 - the next unassigned sequence number for the next unassigned sequence number for WASTES is 0001 and UNITS is 001.

Section 335, Chapter 31 of the Texas Adminstrative Code specifies the notification, record keeping, manifesting and reporting requirements for hazardous and industrial solid wastes.

To request a more accessible version of this report, please contact the TCEQ Help Desk at (512) 239-4357.



#### Compliance History Report

PUBLISHED Compliance History Report for CN600534523, RN105727010, Rating Year 2014 which includes Compliance History (CH) components from September 1, 2009, through August 31, 2014.

Customer, Respondent, CN600534523, Green Planet, Inc. Classification: HIGH Rating: 0.00 or Owner/Operator:

Regulated Entity: RN105727010, GREEN PLANET Classification: HIGH Rating: 0.00

**Complexity Points:** Repeat Violator:

14 - Other CH Group:

6371 STATE HIGHWAY 276 W ROYSE CITY, TX 75189-5227, ROCKWALL COUNTY Location:

TCEQ Region: **REGION 04 - DFW METROPLEX** 

ID Number(s):

INDUSTRIAL AND HAZARDOUS WASTE EPA ID INDUSTRIAL AND HAZARDOUS WASTE SOLID WASTE

TXR000079479 REGISTRATION # (SWR) 88812 **SLUDGE REGISTRATION 24174 STORMWATER PERMIT TXRNEX664 USED OIL REGISTRATION A85969** USED OIL EPA ID TXR000079479

Compliance History Period: September 01, 2009 to August 31, 2014 Rating Year: 2014 **Rating Date:** 09/01/2014

February 19, 2015 **Date Compliance History Report Prepared:** 

Agency Decision Requiring Compliance History: Enforcement

February 19, 2010 to February 19, 2015 Component Period Selected:

TCEQ Staff Member to Contact for Additional Information Regarding This Compliance History.

Phone: (512) 239-1000 Name: TCEQ Staff Member

#### Site and Owner/Operator History:

1) Has the site been in existence and/or operation for the full five year compliance period? YES

2) Has there been a (known) change in ownership/operator of the site during the compliance period? NO

3) If **YES** for #2, who is the current owner/operator? N/A

4) If YES for #2, who was/were the prior N/A

owner(s)/operator(s)?

5) If **YES**, when did the change(s) in owner or operator N/A occur?

#### Components (Multimedia) for the Site Are Listed in Sections A - J

A. Final Orders, court judgments, and consent decrees:

N/A

B. Criminal convictions:

C. Chronic excessive emissions events:

N/A

D. The approval dates of investigations (CCEDS Inv. Track. No.):

Item 1 September 27, 2011 (935765)Item 2 March 14, 2013 (1074019)

E. Written notices of violations (NOV) (CCEDS Inv. Track. No.):

A notice of violation represents a written allegation of a violation of a specific regulatory requirement from the commission to a regulated entity. A notice of violation is not a final enforcement action, nor proof that a violation has actually occurred.

N/A

	l audits:

N/A

G. Type of environmental management systems (EMSs):

N/A

H. Voluntary on-site compliance assessment dates:

N/A

I. Participation in a voluntary pollution reduction program:

N/A

J. Early compliance:

N/A

**Sites Outside of Texas:** 

N/A

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

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

12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
15	Start Time	Average start time after receipt of customer order is working days?	5
16	Years Experience	Company years experience in this category?	18
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	Texas
19	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Transportation and disposal of Hazardous/Non-Haz/labpacks/Class I & Class II waste, environmental services.
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	Virginia Belmore
22	Primary Contact Title	Primary Contact Title	President
23	Primary Contact Email	Primary Contact Email	vbelmore@greenplanetinc.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	972 636 1515
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	972 636 3948
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	214 325 5343
27	Secondary Contact Name	Secondary Contact Name	Mirella Carmona
28	Secondary Contact Title	Secondary Contact Title	Office Administrator
29	Secondary Contact Email	Secondary Contact Email	mirella@greenplanetinc.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	972 636 1515
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	972 636 3948
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	N/A
33	2% Contact Name	2% Contact Name	Virginia Belmore
34	2% Contact Email	2% Contact Email	vbelmore@greenplanetinc.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	972 636 1515
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Virginia Belmore
38	Purchase Order Contact Email	Purchase Order Contact Email	vbelmore@greenplanetinc.com

39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	972 636 1515
40	Company Website	Company Website	N/A
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	75 2697891
42	Primary Address	Primary Address	6371 State Hwy 276 W.
43	Primary Address City	Primary Address City	Royse City
44	Primary Address State	Primary Address State	Texas
45	Primary Address Zip	Primary Address Zip	75189
46	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Hazardous/Non-Hazardous/Labpacks/Class I & Class II waste for transportation and disposal, environmental consulting, Chemical waste disposal
47	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,0002 (Non-Construction). (If YES, yendor	Yes

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)

# <u>Provisions for purchase with federal funds for contracts exceeding \$100,000</u> <u>These forms are for non-construction contracts</u>

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

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

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

Check your response?

YES NO NO	
Survey of Array to	
Virginia Belma	3/3/15
Signature of Authorized Company Official	Date
Virginia Belmore	
Printed Name of Authorized Company Official	-
Green Planet, Inc.	
Company Name	

Attach to this page a current W-9 form

Please complete the forms below

### Form W-9

(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

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

interna	Revenue Service							
	Name (as shown on your income tax return)							
	Green Planet, Inc.	e <sup>e</sup>						
2	Business name/disregarded entity name, if different from above							
g								
Print or type Specific Instructions on page	Check appropriate box for federal tax classification:	Exemp	otions	(see in:	struct	ions):		
. o	☐ Individual/sole proprietor ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/est	ate						
Print or type			Exempt payee code (if any)					
r to	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)		Exemption from FATCA reporting					
nt C			code (if any)					
문등	Other (see instructions)							
ij	Address (number, street, and apt. or suite no.)  Requeste	r's name a	and add	ress (d	optiona	l)		·
ě	PO Box 743966							
See 5	City, state, and ZIP code							
တိ	Dallas, TX 75374-3966							
	List account number(s) here (optional)							
Pai	Taxpayer Identification Number (TIN)		··· <u>-</u> ·				3	
Enter	your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line	Social sec	curity n	umbe	r		- lo	
to avo	id backup withholding. For individuals, this is your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other						)°,	
entitie	s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>		-	- 1	-			
	page 3.	<u>-</u>	_					
Note.	If the account is in more than one name, see the chart on page 4 for guidelines on whose	Employer	identifi	catio	numb	er		7
numb	er to enter.							Ī
		7   5	- 2	6   9	9 7	8	9 1	
Par	Certification							
Unde	penalties of perjury, I certify that:							
1. Th	e number shown on this form is my correct taxpayer identification number (or I am waiting for a numbe	r to be is:	sued to	me)	, and			
2. la	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have n	ot been r	notified	by th	ne Inte	rnal l	Reven	ue
Se	vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or divider longer subject to backup withholding, and	nds, or (c)	the IR	S has	s notifi	ed m	e that	l am
ПО	longer subject to backup withholding, and							
	m a U.S. citizen or other U.S. person (defined below), and							
	FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is corre							
Certif	ication instructions. You must cross out item 2 above if you have been notified by the IRS that you ar	e current	ly subj	ect to	back	up wi	ithholo	ling
intere	se you have failed to report all interest and dividends on your tax return. For real estate transactions, it st paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an indiv	em 2 doe	es not a	apply	. For n	nortg	age	اس
gener	ally, payments other than interest and dividends, you are not required to sign the certification, but you	nduai retii must prov	rement vide vo	arrar ur co	ngeme rrect T	nt (IF FINES	(A), an See tha	ia a
instru	otions on page 3.		, 0	J. 00			e j	-
Sign	Signature of		<u> </u>					
Here	U.S. person ► Majnia Relmare Date ► 0]	1/06/	<u>15</u>				161	
							1	

#### General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at <a href="https://www.irs.gov/w9">www.irs.gov/w9</a>. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
  - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

#### **Legal Compliance**

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

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#### Non-Collusive Bidding Certificate

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

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 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:
- 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;
- The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

#### SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

#### Certification Regarding Lobbying

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

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

\$10,000 and not more than \$100,000 for each such failure.

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," 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.

Green Planet, Inc.
Name of Organization
6371 State Hwy 276 W. Royse City, TX 75189
Address of Organization
and the state of t
Virginia Belmore, President
Name / Title of Submitting Official
・ 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
Virginia Below
Signature of Submitting Official Made of Chapter and C
and Market March Floring Commencer
3/3/15
Signature Date

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

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

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

Does vendor agree? YES \_\_\_\_\_\_\_nitial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES W Initial of Authorized Company Official

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

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

Does vendor agree? YES M Initial of Authorized Company Official

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Programme Land State Comment

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

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

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

Does vendor agree? YES W Initial of Authorized Company Official

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

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

Does vendor agree? YES \_\_\_\_\_\_Initial of Authorized Company Official

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

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

Does vendor agree? YES VE Initial of Authorized Company Official

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

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

Does vendor agree? YES VE Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES V Initial of Authorized Company Official

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

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

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#### SUSPENSION OR DEBARMENT CERTIFICATE

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

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

Information may be found at https://www.sam.gov/index.html

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	debarred form participation in Federal funds co Authorized Company Official	ntracts?
	f Authorized Company Official Virginia Belmore	
Company Official:	अधिक्षी क्षां ष्याच्यां है।	
Company:	Green Planet, Inc.	X
* 585	MACA TELEVISION OF THE STATE OF	11.7

## **CONTRACT Signature Form**

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

Company Name:	Green Planet, Inc.	
Mailing Address:	PO Box 75374-3966	e .
City:	Dallas	2 2
State:	Texas	=
	75189	
Zip:	v	
Telephone Number:	(972) 636-1515	
Fax Number:	(972) 636-3948	
Email Address:	vbelmore@greenplanetinc.com	
		* ************************************
Authorized Signature:	Virginia Belmus	14
Printed Name:	Virginia Belmore	
Position:	President	
	300 H	
made based on the TI and will affect the awa	otal TERM of one year. Vendors shall honor the PS contract. Failure to pay the fee will be groun ard of future contracts.	
Blenda	McNatt	4-23-15
TIPS Authorized Signa	ture	Date
David W.	agne Fitts	4-23-15
Approved by Region V		Date

#### REFERENCES

1. Company Name <u>Dallas County Community College District</u> Address <u>4343 North Hwy 67, Mesquite, TX 75150</u>

Point of Contact Tony Sookoor
Telephone Number (972) 860-7738
Email tsookoor@dcccd.edu

Term of Contract 2002 - Present

• Inventory, packaging, transportation & disposal of Hazardous Waste, Lab Pack, Environmental Services and Emergency Response

2. Company Name <u>Dallas Independent School District</u>

Address <u>2419 Cockrell Avenue, Dallas, TX 75215</u>

Point of Contact <u>Daryl Daniels</u> Telephone Number <u>(972) 925-5309</u>

Email <u>Ddaniels@dallasisd.org</u>

Term of Contract 2000 to Present

• Inventory, packaging, transportation & disposal of Hazardous Waste, Lab Pack, Environmental Services and Emergency Response

3. Company Name Arlington ISD - Office of Risk Management
Address 1201 Colorado Lane, Arlington, TX 76015

Point of Contact Corey Robinson
Email crobins5@aisd.net
Telephone Number
Term of Contract (682) 867-7610
2003 - Present

• Inventory, packaging, transportation & disposal of Hazardous Waste, Lab Pack, Environmental Services and Emergency Response

4. Company Name <u>Texas Woman's University</u>

Address 304 Administration Drive, Denton, TX 76201

Point of Contact Mathew Moustakas
Email mmoustakas@twu.edu

Telephone Number (940) 898-2924 Term of Contract 2003 - Present

• Inventory, packaging, transportation & disposal of Hazardous Waste, Lab Pack, Environmental Services and Emergency Response

#### **REFERENCES - page 2**

5. Company Name <u>Tarrant County College District</u>

Address <u>1500 Houston Street, Ft. Worth, TX 76102</u>

Point of Contact Steven Kleypas
Telephone Number (817) 515-1990

Email STEVEN.KLEYPAS@tccd.edu

Term of Contract 2009 - Present

• Inventory, packaging, transportation & disposal of Hazardous Waste, Lab Pack, Environmental Services

6. Company Name <u>Dallas/Fort Worth International Airport</u>

Address 3122 East 30<sup>th</sup> Street, D/FW Airport, TX 75261

Point of Contact <u>Jessica Mock</u> Telephone Number <u>(972) 973-5579</u>

Email <u>jmock@dfwairport.com</u>

Term of Contract 2007 - 2017

• Inventory, packaging, transportation & disposal of Hazardous Waste, Lab Pack and Environmental Services

7. Company Name <u>Dallas Police Department</u>

Address 1725 Baylor Street, Dallas, TX 75226

Point of Contact Cindy Schoelen
Telephone Number (214) 670-8318

Email cindy.schoelen@dpd.dallascityhall.com

Term of Contract 2002 to 2017

 Packaging, transportation & disposal of Hazardous Waste, Lab Pack, Bio-Hazardous, Environmental Services and Emergency Response

8. Company Name City of Abilene

Address 2209 Oak Street, Abilene, TX 79602

Point of Contact <u>David Jorgensen</u> Telephone Number (325) 676-6058

Email david.jorgensen@abilenetx.com

Term of Contract 2009 - Present

 Packaging, transportation & disposal of Hazardous Waste and Lab Pack. & household chemical waste



#### TEXAS COMPTROLLER of PUBLIC ACCOUNTS

P.O. Box 13186 • Austin, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.* As part of the HUB Program's monitoring efforts, you will be sent a HUB Certification Eligibility Affidavit in approximately 24 months. Failure to complete and submit the HUB Certification Eligibility Affidavit, and/or failure to notify us of changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at (512) 463-5872 or toll-free in Texas at (888) 863-5881.

#### Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: File/Vendor Number:

Approval Date: Scheduled Expiration Date: 1752697891500

070199 03-JUN-2013 03-JUN-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

#### **GREEN PLANET INC**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 07-JUN-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Cibon

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

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.



# Disadvantaged Business Enterprise Certification



Green Planet, Inc.

Disadvantaged Business Enterprise

has filed with the Agency an Affidavit as defined by 49 CFR Part 26 and is hereby certified to provide service(s) in the following areas: 562112; 562211; 562219;

Hazardous Waste Collection; Hazardous Waste Treatment and Disposal; Other Nonhazardous Waste Treatment and Disposal;

This Certification is vali	d begining	March 201	4	and superceded any registration or listing
previously issued. This c	ertification must	ne updated annually	by submis	sion of an Annual Update AffidavitAt any time
		of the firm, notifical	tion must b	e made immediately to the North Central Texas
Regional Certification A	gency.			
				al Titus
Certificate expiration	March	,20	15	We lever
				Certification Administrator
Issued date	March	,20	14	
CERTIFICATION NO	).		BUTTE	

WFDB60412Y0315

# The City of Austin Small & Minority Business Resources Department affirms that

# Green Planet, Inc.

meets all the criteria established by the City of Austin Minority-Owned and Women-Owned Business Enterprise Procurement Program and is certified as a

# **Women-Owned Business Enterprise**

by the City of Austin.



YIOD

Veronica Briseño Lara, Director Small & Minority Business Resources Department

VENDOR CODE: GRE8304338

**EXPIRATION DATE: 06/10/2017** 

Certification is valid for three years, contingent upon the City receiving an affidavit of continued eligibility each year. Verification of certification status can be obtained by calling (512) 974-7645.

#### Company Profile

Established in 1997, Green Planet Inc. has been a multi-faceted organization with specialties in handling, packaging, transportation and disposal of Hazardous, Non-Hazardous and Lab Pack waste. In addition, we offer a full range of Environmental Services, Waste Management and Recycling Options in cooperation with our reputable suppliers and associates.

Our experience with large Cities, Counties, School Districts, Universities and the private sector have given us an edge to provide a total service approach to our clients with a single source of experience in handling waste management and environmental requirements. We continue to help our clients by providing complimentary site visits to evaluate waste minimization, proper consolidation and compliance. In the private sector, we are consistently developing innovative solutions tailored to fit the special needs of clients in order to maximize their profits by minimizing hazardous waste disposal cost.

Green Planet, Inc. has built a reputation as a top-quality, full service environmental company. Our success is based on efficient management, professionalism and honesty that are portrayed in our prompt attention to respond to our clients needs.

Green Planet, Inc. is HUB Certified as a Woman owned and operated business by Texas Building & Procurement Commission (TBPC), and by NCTRCA Certified as Disadvantaged Business Enterprise.

Name: <u>Virginia Belmore</u>

Title: <u>President</u>

Organization: Green Planet Inc.

Physical Address: 6371 Highway 276 W.

Royse City, TX 75189

Mailing Address: P.O. Box 743966

Dallas, TX 75374-3966

Phone: (972) 636-1515

Fax: (972) 636-3948

E-mail: vbelmore@greeplanetinc.com

EPA/TCEQ Registration Number(s) TXR000079479/88812

DUNS Number 968373225

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY \*\*\* Notice of Registration

12/11/09

Industrial and Hazardous Waste

This registration does not constitute authorization of any waste management activities or facilites listed below. The registration reflects hazardous and/or industrial waste generation and management activities for which the registrant has provided notification. Requirements for solid waste management are provided by Texas Administrative code section 335 of the rules of the Texas Commission on Environmental Quality (TCEQ). Changes or additions to waste management methods referred to in this notice require written notification to the TCEQ.

Solid Waste Registration Number: 88812 EPA Id: TXR000079479

number in any correspondence. The Solid Waste Registration Number provides access to computerized and filed information pertaining to your operation. Please refer to that

Region: 4 County: 199 Rocl Land Type: Priva: Title: President

Private Rockwall

Initial Registration Date: 04/10/2009 Last Amendment Date: Last Date NOR Computer update: Phone: 972-636-1515

04/10/2009

11/30/2009

Site Street Address:

6371 State Highway 276 Royse City, TX 75189-5204

Reporting Method:

Company Name: Site Name:

Site Location: 6 Primary Contact: Mailing Address: e: Green Planet Inc
e: Green Planet
e: Green P

Registration Status:
Registration Type:
Transporter Type: Transport Wst Class: For hire 1 2 H H Other Transfer Facility
Transport own waste
er Used Oil

Business Description: Transportation of Hazardous and Non Hazardous waste, oil,

484110 Gen 30119396791 General Freight Trucking, Local

NAICS Code: Tax Identification #: Handler Status:

Operator Information
Name: Green Planet Inc
Phone: 972-636-1515
Address: PO Box 743966
Dallas, TX, 753

75374-3966

Billing Contact: Billing Address:

Title:

Owner Information

antifreeze and absorbent waste.

Name:

Green Planet Inc 972-636-1515 PO Box 743966

Address: Phone:

Dallas,

75374-3966

Phone:

As of 11/30/2009 - the next unassigned sequence number for the next unassigned sequence number for WASTES is 0001 and UNITS is 001.

Section 335, Chapter 31 of the Texas Adminstrative Code specifies the notification, record keeping, manifesting and reporting requirements for hazardous and industrial solid wastes.

To request a more accessible version of this report, please contact the TCEQ Help Desk at (512) 239-4357.



#### Compliance History Report

PUBLISHED Compliance History Report for CN600534523, RN105727010, Rating Year 2014 which includes Compliance History (CH) components from September 1, 2009, through August 31, 2014.

Customer, Respondent, CN600534523, Green Planet, Inc. Classification: HIGH Rating: 0.00 or Owner/Operator:

Regulated Entity: RN105727010, GREEN PLANET Classification: HIGH Rating: 0.00

**Complexity Points:** Repeat Violator:

14 - Other CH Group:

6371 STATE HIGHWAY 276 W ROYSE CITY, TX 75189-5227, ROCKWALL COUNTY Location:

TCEQ Region: **REGION 04 - DFW METROPLEX** 

ID Number(s):

INDUSTRIAL AND HAZARDOUS WASTE EPA ID INDUSTRIAL AND HAZARDOUS WASTE SOLID WASTE

TXR000079479 REGISTRATION # (SWR) 88812 **SLUDGE REGISTRATION 24174 STORMWATER PERMIT TXRNEX664 USED OIL REGISTRATION A85969** USED OIL EPA ID TXR000079479

Compliance History Period: September 01, 2009 to August 31, 2014 Rating Year: 2014 **Rating Date:** 09/01/2014

February 19, 2015 **Date Compliance History Report Prepared:** 

Agency Decision Requiring Compliance History: Enforcement

February 19, 2010 to February 19, 2015 Component Period Selected:

TCEQ Staff Member to Contact for Additional Information Regarding This Compliance History.

Phone: (512) 239-1000 Name: TCEQ Staff Member

#### Site and Owner/Operator History:

1) Has the site been in existence and/or operation for the full five year compliance period? YES

2) Has there been a (known) change in ownership/operator of the site during the compliance period? NO

3) If **YES** for #2, who is the current owner/operator? N/A

4) If YES for #2, who was/were the prior N/A

owner(s)/operator(s)?

5) If **YES**, when did the change(s) in owner or operator N/A occur?

#### Components (Multimedia) for the Site Are Listed in Sections A - J

A. Final Orders, court judgments, and consent decrees:

N/A

B. Criminal convictions:

C. Chronic excessive emissions events:

N/A

D. The approval dates of investigations (CCEDS Inv. Track. No.):

Item 1 September 27, 2011 (935765)Item 2 March 14, 2013 (1074019)

E. Written notices of violations (NOV) (CCEDS Inv. Track. No.):

A notice of violation represents a written allegation of a violation of a specific regulatory requirement from the commission to a regulated entity. A notice of violation is not a final enforcement action, nor proof that a violation has actually occurred.

N/A

	l audits:

N/A

G. Type of environmental management systems (EMSs):

N/A

H. Voluntary on-site compliance assessment dates:

N/A

I. Participation in a voluntary pollution reduction program:

N/A

J. Early compliance:

N/A

**Sites Outside of Texas:** 

N/A