



# REQUEST FOR PROPOSAL

## RFP 21-017

# AIR & SURFACE PURIFICATION SYSTEM FOR REGION 10 ESC BUILDINGS



SUBMITTED BY:



**JUNE 24, 2022**

TDIndustries  
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Dallas, TX 75234  
972-888-9331

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# EXECUTIVE SUMMARY

TDIndustries (TD) believes that safe, healthy, high functioning facilities are a bridge to the accomplishments that mean the most to Region 10 ESC. TD brings industry-leading innovations, resources, talent, and expertise to our Client's facilities. We empower teams and equip them with support, training, and resources. Serving as industry leaders and a strategic partner to Region 10 ESC will create:

## ACHIEVING EXCELLENCE TOGETHER.

To design a successful solution, it is important to understand the guiding principles of Region 10 ESC. As a longtime Dallas-based business TD understands the successful service provider for Region 10 ESC must align with Region 10 ESC's cultures, values, and principles of: being a trusted, student focused partner that serves the learning community through responsive, innovative educational solutions.

## SCOPE AND INTENT

To provide a comprehensive Indoor Air Quality (IAQ) solution for Region 10 ESC that addresses the following needs:

- » Establish a Master Agreement to provide IAQ services to members of Region 10 ESC
- » Provide turnkey services
- » Provide a qualified and experienced team to provide IAQ services to support the facilities portfolio of Region 10 ESC
- » Provide industry best practices to the Project
- » Provide for an efficient and cost-effective solution to help reduce facility related costs
- » Provide the planning and strategy to operate and maintain the facilities
- » Hire, train, and supervise all personnel required to operate and maintain the equipment installed
- » Serve as an advisor to Region 10 ESC executive staff in IAQ and other facilities related matters

## FUNCTIONAL AREAS TO BE ADDRESSED

- » Indoor Air Quality
- » Facility Operations
- » Facility Maintenance
- » 24/7 Facilities Dispatch

As a company whose core business is facilities services TD's proposal is centered around self-performance. In conjunction with TD's Dallas office, the Project team will perform all engineering, maintenance and repairs except in instances where specialized equipment or skills are required. Self-performance allows for the most cost effective and Customer focused approach to supporting the Region 10 ESC portfolio.

## COMMUNITY PARTNER

TD has been a proud member of the Dallas business community since 1946. TD employs more than 900 local employees, whom we call Partners because TD is employee-owned. Employee ownership ensures accountability and a vested interest in the success of each contract. With our solid foundation in the Dallas community, TD generates more than \$11 million of revenue in work serving DFW-based businesses. The leaders of the local TD office are active in their community participating in the United Way, as well as many other community-based organizations and events. In addition, our Founder, Jack Lowe Sr., set the stage with his work in the desegregation of the Dallas Independent School District.



## ACCOUNT LEADERSHIP

TD will assign a Project Manager and Account Manager to oversee the Region 10 ESC account. The Project Manager will be involved in the day-to-day operations of the account as well as interacting with Region 10 ESC to ensure the highest level of Customer satisfaction. At a minimum, the Project Manager, Account Manager, and Account Executive will meet with Region 10 ESC on a quarterly basis to review account operations and performance. TD senior management will also play a significant role in the startup and management of the Region 10 ESC account.

## THE TD ADVANTAGE

The advantages of working with TD are:

- » Ability to self-perform
- » Longtime Dallas Community Partner
- » Depth of technical resources to support self-performance
- » Innovative and sustainable
- » Experienced and involved management team
- » Flexibility to address all needs
- » Deep focus on Customer service

## PRICING

TD has submitted line item pricing for all services required to complete the presented scope of work utilizing our current Equalis contract (#R10-1102). Co-Op discounting was provided where applicable. Additionally, TD has leveraged our purchasing power to partner with manufacturers direct. This partnership allows for additional discounts to our clients not accounted for under the Co-Op contract.

## WHAT IS THE RESULT?

We take responsibility seriously. Our approach is one of bringing evidence-based solutions, strategies, and resources to provide the best quality service to the facilities we oversee. With the provision of a safe and healthy workspace, students and faculty can show up ready as their best selves each day. The future relationship between Region 10 ESC and TD will be one of working together in a mutually rewarding manner – Achieving Excellence Together. This type of business relationship is not sustainable without characteristics such as trust, competence, compatibility, and dedication. This level of Customer focus has led to a Customer retention rate of 95%+ and the fact TD has never lost a Client due to service issues. Through demonstrating these same characteristics, we seek to extend our resources to Region 10 ESC.

## CONCLUSION

TD has read and understands the requirements of the RFP and are fully ready and capable to deliver the results required to fulfill the scope of work as outlined in the RFP. TD has significant experience managing more than 70 million SF of properties. This experience is directly relevant to the requirements as outlined in the RFP.



Landon Johnstone, FMP, SFP - Technical Sales Specialist  
(214) 809-8596  
landon.johnstone@tdindustries.com



# ABOUT TDINDUSTRIES



## COMPANY OVERVIEW

TD was established in 1946 in a small warehouse in downtown Dallas and is a top-ranked facilities services company. We deliver a comprehensive approach across the entire life-cycle of a facility from design-build Engineering, Construction, Service/Maintenance, and onsite Facility Management to ensure our communities have access to safe and healthy facilities throughout every phase of a building's lifetime.

Our full systems mechanical service and maintenance group has 900+ electrical, HVAC, refrigeration, plumbing and controls technicians on call, 24 hours a day, 7 days per week. TD's Call Center is staffed with a live person 24/7 to handle all of our services coordination and emergency responses.



**2-hour onsite response**

### TD INFORMATION

**Total Employees:** 3,000

**Headquarters:**

13850 Diplomat Drive  
Dallas, TX 75234

**Areas of Operation:**

- » Dallas // Fort Worth // San Antonio // Austin // Houston // Lubbock // Richardson // Denver // Phoenix and Tucson, AZ

### TD BY THE NUMBERS

**Years in business:** 76 years

**2020 Revenue:** \$624 million

**Offerings:**

- » Facilities Management
- » Engineering
- » Service and Maintenance
- » Mechanical & Plumbing Construction
- » Automation and Controls
- » Energy Solutions
- » Process Solutions

### TD SERVICE AND MAINTENANCE

**Core Offerings Include:**

- » Indoor Air Quality
- » HVAC/R Service
- » Electrical Service
- » Mechanical Service
- » Plumbing Service
- » BAS Controls
- » Fire Life Safety
- » Energy Savings



## LICENSES, AWARDS, AND PUBLICATIONS

### STATE LICENSING

- » Gary Barr-----Plumbing— M-36450 (exp. 9/30/22)
- » Wesley Baker – AC/Refrigeration/Process Piping - TACLA12338C (exp. 12/25/22)
- » TD Owned---Electrical –EC-17889 (exp. 7/28/22)
- » ACR-3105 Alarm Contractor’s Registration - TD Owned (exp. 3/13/23)
- » ECR-1944 Extinguisher Contractor’s Registration - TD Owned (exp.7/1/22)
- » SCR-G-1065 Sprinkler Contractor’s Registration - TD Owned (exp. 12/19/22)

### AWARDS

- » 2022 American Subcontractors Association (ASA) North Texas Subcontractor Award for our work at the Link at Uptown
- » Associated Builders and Contractors (ABC) 2022 Top 200 Performers
  - No. 12 Overall Top Performer
  - No. 1 Top Plumbing/HVAC Contractors
  - No. 3 Top Trade Contractors
  - No. 3 Top High Tech Contractors
  - No. 3 Top Sports Complex Contractors
  - No. 4 Top Education Contractors
  - No. 5 Top Health Care Contractors
  - No. 5 Top Hospitality Contractors
  - No. 5 Top Office Contractors
  - No. 6 Top Entertainment Contractors
- » ABC 2021 National Safety Pinnacle Award
- » TEXO Distinguished Building Award for our work at the University of Texas Discovery Park
- » Associated General Contractors of America (AGC)/Willis Construction Safety Excellence Awards 2nd Place
- » 2021 ABC National Excellence in Construction Eagle Award for our work at Globe Life Field
- » 2021 ABC National Excellence in Construction Pyramid Award for our work at Moody Amphitheater at Waterloo Park
- » 2021 ABC South Texas Excellence in Construction Award for our work at Compass Rose
- » 2020 ABC South Texas Excellence in Construction Award for our work at North Baptist Hospital 8th Floor ICU



Matt Johnson and Bert Newton accept the 2021 ABC Eagle Award for Globe Life Field

### PUBLICATIONS

Please visit the QR code to the right to view TD’s 2021 focused on the celebration of TD’s 75th anniversary, future of construction technology. Copies of our 2020 TDSpirit centered on disaster response to building wellness, and 2019 design-build TDSpirit publications are available as well.





## ENVIRONMENTAL SUSTAINABILITY PRACTICES

TD is committed to conducting business in an environmentally responsible and proactive manner, consistent with our commitment to corporate citizenship, social responsibility and sustainability. Our experience has shown us that sustainable business practices can be cost-effective, build employee and Customer loyalty and even drive new business for the company. We aim to conserve natural resources and minimize waste through source reduction and recycling; handle and dispose of wastes through safe, environmentally responsible methods; encourage energy efficiency and the use of renewable energy sources; and encourage our business Partners and suppliers to strive for the same high levels of environmental performance. TD is dedicated to providing our communities with clean, healthy, and safe facilities to learn, grow, and lead. TD is committed to following the guidelines of the US Green Building Council in improving the operations and maintenance of the facilities we manage and where applicable work with our Clients to achieve LEED accreditation and Energy Star certification should they desire.

## CORPORATE RESPONSIBILITIES & PRACTICES

Our commitment to servant leadership extends beyond our company and our Clients, but most importantly into the communities where we work and live. Our Founder, Jack Lowe Sr. set the stage with his work in the desegregation of the Dallas Independent School District. Lowe worked tirelessly to lead the peaceful integration of all students within the Dallas Independent School system. For his work in this endeavor, Dallas named a new elementary school in his honor. Today, DFW-area Partners and the Jack Lowe family work with the school and its Principal to help enrich the students' lives who live in one of the most economically disadvantaged areas of Dallas. Through the work of the school and the support of the community, this school recently received the nationally recognized award of a Blue Ribbon School.

From a trade perspective, we often find worthy causes to support. In the past three years, TD has built a homeless recovery center, a youth homelessness dormitory, and a homeless veterans transition facility.

Company-wide, TD has a longstanding commitment to the United Way. Every year, Partners from every branch of the company spend time volunteering and donating. Each year, the Partners at TD donate close to half a million dollars as well as volunteer hours of their personal time with a variety of United Way agencies.

## SUPPLIER DIVERSITY PROGRAM

We share the Region 10 ESC's commitment to supporting socio-economic goals. Our success is based on the formation of strategic Partnerships that provide value to our Clients. Our ability to identify, attract, develop, and support the right Partners is key to the success of any Project. The Customers we serve represent the full range of a diverse population, and we believe that our suppliers should also represent the diversity of the communities in which we live and work.

In recruiting Partners and choosing suppliers, we look for the widest possible selection of companies offering high quality, reliability, and value. These characteristics are essential to maintain the high levels of performance. We are committed to the utilization of business owned and operated by minorities and woman that share our values. We require all business units to actively pursue Partnerships with minority and women owned business.

We remain dedicated to increasing the amount of goods and services we obtain directly from diverse businesses and to enhancing our role to effectively serve as a mentor to these same companies to ensure their continued growth. Actively supporting a wide array of diverse businesses helps alleviate disparities in the business sector, contributes to the advancement of economic opportunities, and has an overall positive effect on both our growth and that of our diverse Partners. Additional information on our MWBE plan can be found on page 27.

## OUR CORE VALUES

At TD we live by our core values and strive to bring them to the jobsite, office, and into our communities. These core values along with Servant Leadership is what has made TDIndustries a great place to work for the last two decades.



Passionately Pursue Excellence



Build and Maintain Trusting Relationships



Fiercely Protect the Safety of All Partners



Lead with a Servant's Heart



Celebrate the Power of Individual Differences



# EXPERIENCE TO PERFORM THE SERVICES

## EXPERIENCE

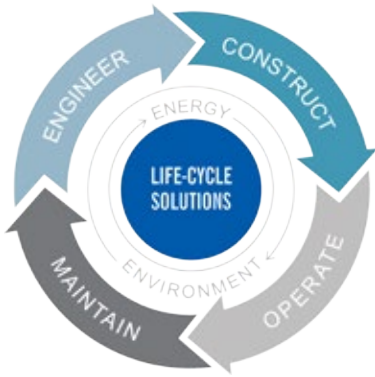
TD is a company established in 1946 and supports facilities Customers with a suite of life-cycle services including facility management, HVAC, Indoor Air Quality, electrical, plumbing, building controls, and fire life safety. The facilities management division of TD began supporting Customers in 1997 and over the past 30 years has supported Clients like the City of Dallas, Baylor University, Denton ISD, and Houston Community College System just to name a few. The current portfolio of facilities extends more than 70 million SF and 350+ personnel. The services our Facilities business provides to Customers includes:

- i. **Indoor Air Quality Program Management** - TD Engineers have developed a unique phased approach to address our clients Indoor Air Quality needs. The phased approach address all variables of the mechanical system and occupied spaces to deliver a customized solution that not only meet the needs of today but for the future.
- ii. **Complete Facility Management Services** - Under this service TD supports the Customer by providing all facility related services by self-performing facility maintenance and operations while outsourcing non-core businesses like housekeeping and landscaping. Examples of Customers we support this way include Austin Regional Clinic and the City of Houston.
- iii. **Facility Operation and Maintenance Services** - This service supports our Clients with full building operation and maintenance services while the Client supports the non-core services like Housekeeping. Examples of Clients we support with this service include Northern Arizona University and the Denton Independent School District.
- iv. **Facility Maintenance** - Under this service model TD provides all facility maintenance staffing for the Client working under their direction. An example of a Client we serve with this service is Blue Cross Blue Shield.
- v. **Facility Consulting** - TD supports our Clients by providing strategic consulting services which can include facility assessments, capital planning, operational performance reviews. An example of a Client we service with consulting services include Baylor University.

We believe TD sets itself apart from other Facility Service providers with five key differentiators:

- i. **Life Cycle Service Provider** - TD is a facilities services provider supporting our Customer for construction and renovation Projects, daily facility operations, as well as service and maintenance. We are unique to the facilities industry in being able to provide these services. Our Clients benefit by having one contact to support all their facility needs.
- ii. **Self-Performance** - As a company whose core business is facilities services, we can self-perform all trades within a Project. Only in instances where needs are commoditized or require specialized expertise or equipment will TD look to our Partners in other facilities fields. The benefit to our Clients with this approach is the expertise, quick response, and cost efficiencies that come with self-performance.
- iii. **Training and Development** - TD employs an in-house organizational development team focused on developing skilled facilities professionals of all levels. Beginning with high school recruiting programs and continuing with support of local skilled trades education institutions like Alamo College District, Houston Community College and Tarrant County College TD can grow our own. This approach allows us to recruit and retain a competitive work force while our competitors use the “post and wait” approach to recruiting and development.
- iv. **Focus on Safety** - At TD it's safety first, safety always. Our Partners' safety is essential to all we do and its why we maintain one of the best safety records in the industry. But our goal is to improve that number. After all, it is our obligation to make sure our folks go home safely to their families every day. Fiercely protecting the safety of our Partners is one of our five core values. At TD we never compromise on safety. We believe it is our fundamental responsibility to create and maintain a safe place where all Partners can work without fear of injury and we hold each other accountable for identifying and reporting unsafe situations without retribution.

## SOLUTIONS THROUGHOUT THE LIFE OF YOUR BUILDING



TDIndustries has developed a unique approach to planning, designing, specifying, and installing our mechanical construction solutions. Whether it's a new design-assist or design-build project, an expansion or retrofit, our long-range perspective, balanced with your immediate specifications, creates **"lifecycle" solutions.**



### ENGINEER

Our capabilities consist of a dedicated in-house team of 30 engineers, 90+ VDC Designers, and 30 estimators who can design and provide value-added solutions for your systems. We utilize BIM on all of our projects to enable us to identify critical components including clash detection and prefabrication.

### CONSTRUCT

TD has completed more than \$2.5 billion in design-assist and design-build work in the past five years. We are committed to completing projects safely, on time, on budget, and searching out viable, sustainable solutions.

### FACILITIES MAINTENANCE

TD provides comprehensive operations and maintenance for your facilities. TD develops innovative energy and control systems solutions to maintain, optimize, and extend the life of your facility's critical infrastructure, no matter its size, age or configuration to bring you total control of your facility.

### ON-DEMAND SERVICE

TD believes that your systems deserve our immediate response, 24 hours a day, seven days a week, 365 days a year. We have more than 570 service trucks with highly specialized technicians, committed to maintaining and keeping your systems running smoothly at all times.

## TD SERVICE AND MAINTENANCE

### Core Offerings Include:

- » Maintenance
- » HVAC/R Service
- » Electrical Service
- » Plumbing Service
- » Refrigeration/Restaurant Service
- » Indoor Air Quality
- » BAS Controls
- » Fire Life Safety
- » Energy Savings

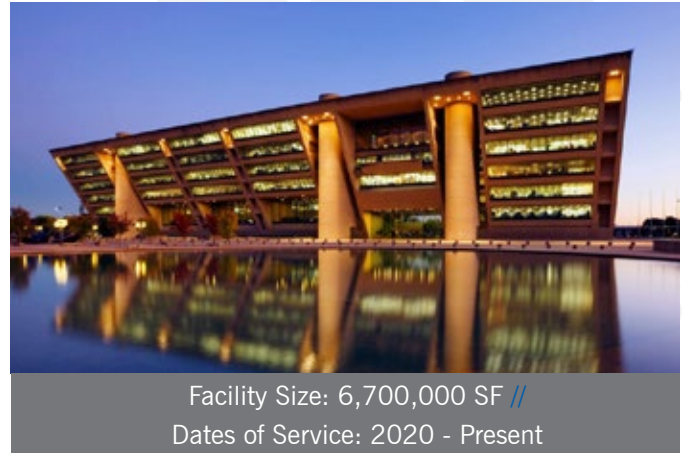
## RELEVANT EXPERIENCE

### CITY OF DALLAS INDOOR AIR QUALITY - DALLAS, TX

John Johnson, Department Director  
(214) 670-0196  
john.johnson2@dallascityhall.com  
Contract Amount: \$27M

Scope: Operation and maintenance for 6.7+ million sf. for the City of Dallas. TDIndustries started this project as an Indoor Air Quality improvement project resulting from the COVID-19 outbreak. TD installed and currently maintains UV and air purification equipment across 60+ buildings. These buildings range from courts, libraries, museums, recreation centers, police, and fire stations. Additionally, TD also installed and replaced equipment that had exceeded its life expectancy.

Key Highlight: TDIndustries utilized its internal team of Engineering, Service, Special Projects, and Facilities to provide life cycle solutions and cost savings to the City of Dallas. Due to TD's dedication and consistency, TD currently has a maintenance agreement with the city to provide maintenance on mechanical equipment outside of our scope of work.



### BLUE CROSS BLUE SHIELD HEADQUARTERS INDOOR AIR QUALITY - RICHARDSON, TEXAS

Dan Srb  
(972) 766-6900  
daniel\_srb@bcbstx.com  
Contract Amount: \$900,000

Blue Cross Blue Shield of Texas Headquarters campus consists of approximately 1.05 million square feet. The campus houses the Headquarter functions of HCSC plus and a mission critical network control center. The Headquarters mechanical and electrical protection systems must provide a continuous, uninterrupted environment for the operation of the corporate data processing equipment. The ability to process data in a 24/7/365 environment must not be compromised.

**Description of Service:** Blue Cross Blue Shield's Air stream disinfection design-build plan was reviewed and endorsed by three engineering groups that included BCBS engineers in Chicago, IL. A company with healthcare at the forefront, BCBS first chose TDIndustries to design and build IAQ for their building occupants.



## DENTON INDEPENDENT SCHOOL DISTRICT - DENTON, TX

Paul Andress, Executive Director of Operations  
(940) 369-0200  
pandress@dentonisd.org  
Contract Amount: \$3.5M

Scope: TD has served Denton ISD since 2001. The DISD contract includes 60+ facilities totaling 6.2 million square feet of building space. Services rendered are on-site, truck-based, skilled service technicians consisting of Fire/Life Safety, HVAC (3 skill levels), Irrigation, Journeyman Electrician, Journeyman/Master Plumbers, Building System Automation and Kitchen Equipment Service Technicians providing full-service onsite preventative maintenance and repair for the complete building infrastructure. TD has provided upgraded filtration and ensured adequate outdoor air for the district.



Facility Size: 6,200,000 SF //  
Dates of Service: 2001 - Present

## NORTHERN ARIZONA UNIVERSITY - FLAGSTAFF, AZ

Steve Vedral, Associate Vice President, Facilities & Maintenance  
(928) 523-6411  
Stephen.Vedral@nau.edu  
Contract Amount: \$1.2M

**Scope:** TD has provided HVAC services for NAU's 120 buildings covering 6.1M sf since 2022. Our scope consists of HVAC services including but not limited to preventative maintenance, general maintenance, repair services as well as after-hour service calls. General services include maintaining and troubleshooting building control systems, steam and high temperature hot water within buildings and control of these heating mediums, and multiple cooling units including chillers and mechanical systems. NAU's campus consists of a total of 3 CUPs that TD manages. TD consults with the university to provide IAQ solutions for safe and healthy buildings by implementing filtration enhancements.

//

## HOUSTON COMMUNITY COLLEGE - HOUSTON, TX

James Walker III, Maintenance Director  
(713) 718-7563  
james.walker3@hccs.edu  
Contract Amount: \$6M

**Description of Services:** TD has provided full facility management for all 20 campuses and systems covering 5.9M sf since 2010. TD's scope includes general maintenance, electrical, mechanical, HVAC, building automation systems, CCTV and card access systems. We perform all preventive, predictive maintenance and operating procedures with services 24/7. Implementation of central call center with computer maintenance management system. Providing a staff of 40+ operating engineers, technicians, electricians, customer service reps, and supervision. Filters have been upgraded to MERV 13.



Facility Size: 5,900,000 SF //  
Dates of Service: 2010 - Present

## TD'S COOPERATIVE CONTRACTS

TDIndustries has been an awarded contract holder with cooperatives for over 10 years. We currently are part of 6 cooperatives (Equalis, NCPA, OMNIA, PACE, GSA, BuyBoard) with 8 contracts. TD understands the importance of having a cooperative contract to better help customers save time and money with their purchasing spend. TD has a valuable relationship with our cooperatives as well as its members. TD's Equalis contract was awarded after a procurement process that followed the requirements of Uniform guidance (i.e. Competitive solicitation, price analysis, TD has completed the Federal Funds Guidance Form).



### **Contract # R200403 HVAC Equipment, Installation, Service and Related Products**

This contract includes:

- » Mechanical HVAC needs
- » Promotion of TD's value adds such as electrical, plumbing, facility maintenance services, fire life safety, building automation, energy savings and general services



### **Contract # P00163 Building Repair and Maintenance**

This contract includes:

- » Performance of building repairs, maintenance services and planned maintenance agreements that are offered by TD



### **Contract # 631-20 HVAC Equipment, Supplies and Installation of HVAC Equipment**

This contract includes:

- » Mechanical HVAC needs



### **Contract # R10-1102 HVAC, Facility Systems, Automation, Installation, Service and Related Products and Services**

Equalis Group serves as the latest contract and partnership for TD.

This contract includes:

- » Promotion of value adds such as electrical, plumbing, facility maintenance services, fire life safety, building automation, energy savings, and general services



### **Contract # GS-21F-0118X [811-02] Complete Facilities Maintenance**

### **Contract # GS-21F-0118X [811-003] Complete Facilities Management**

### **Contract # GS-21F-0118X [811-005] Refrigeration, Heating, Ventilation, Air Conditioning, Boiler and Chiller, HVAC Maintenance**

### **Contract # GS-21F-0118X [003-97] Ancillary Repair and Alterations**

These contracts include:

- » Opportunities to sell services for federal and state entities



### **Contract # 02-92 HVAC Equipment, Installation, Service and Related Products**

### **Contract # 02-119 Facilities Maintenance Solutions and Related Products**

### **Contract # 02-54 Plumbing Equipment, Installation, Service and Related Products**

These contracts allow flexibility in what TD can offer including:

- » Promotion of value adds such as electrical, plumbing, facility maintenance services, fire life safety, building automation, energy savings, and general services



## TD'S SAFETY PROGRAM

### BACKGROUND CHECK PROCEDURE

Following an offer of employment and prior to beginning work, every prospective Partner must submit to a criminal background check and pass a drug screening. The following factors are considered when evaluating an applicant's criminal record, if any: the nature of the offense, how long ago it occurred, and the nature of the risk it poses in the particular job. There may be some instances when an applicant is being hired for a specific project that has different background requirements that exceed TD guidelines. If an applicant does not meet those requirements, they may be disqualified for the position. TD is committed to using student interns and employees as a part of the Region 10 ESC project.

### UNIFORM & ID POLICY

TDIndustries will provide each employee with a standard uniform that includes the TD logo and name on the left breast of the uniform shirt. Identification badges will be provided that shall be worn at all times on the front exterior clothing. The badge shall include the Partner's picture and full name.

### SAFETY PROGRAM

TD's commitment to safety is reflected in our Core Values. We believe a commitment to safety is key to our Management Plan. Our Partners are the most valued assets of the company and the welfare of everyone is of the highest importance. We continually and aggressively communicate our safety programs to our Partners and subcontractors. An effective safety program not only needs to create risk-free services for its own personnel, it also needs to have integrated communication procedures to enable TD, Region 10 ESC, and subcontractors to continually train, monitor, appraise and update safety/security procedures.

TD's industry-leading safety statistics indicate our program is one of the best in the facilities services industry. To support our safety program, we have a comprehensive drug screening program including: pre-employment drug screen, post-incident drug screen, random drug screens and screening upon probable cause. In addition, we require weekly safety meetings, as well as a "Pre-Task Safety Plan" (PTSP) which consists of an outline of individual tasks, any required PPE and how to perform task safely. PTSPs are created using TD's industry leading safety app available to all TD Partners on their mobile device.

Our health and safety standard operating procedures are core to our business. Our corporate leadership takes personal responsibility for the health and safety of our employees and the people who work and visit our managed facilities. We consider the standard procedures listed in the TD Safety Manual as non-negotiable for every account. TD has developed a stand-alone documented safety audit program. The designated site Safety Advisor and TD Safety manager will conduct the actual physical audit. TD has developed a comprehensive quality control plan encompassing roles and responsibilities, inspections, corrective action procedures, Customer feedback, and documentation. We will start with our corporate quality assurance plan, then adapt it to comply with the unique requirements of Region 10 ESC's scope of services.

TD staff will work in collaboration with Region 10 ESC's safety personnel to address any security or safety concerns that may arise or policies that may need to be reviewed including any outstanding safety projects.

### TD'S SAFETY STATISTICS

YEAR	INCIDENT RATE	EMR
2021	0.92	.58
2020	1.2	.72
2019	1.4	.63

\*Our current 2022 EMR is .60.





## HOW DOES TD STAY UP TO DATE?

### SAFETY APP

TD teamed with application developer, SmartTagIt, to utilize a new real-time and integrated safety app to send notifications, share pre-task safety plans, inspections, observations, and safety alerts.

The system offers robust reporting and safety metrics. The alerts and observations include Partner feedback on their own severity-level rating of the condition or behavior observed.

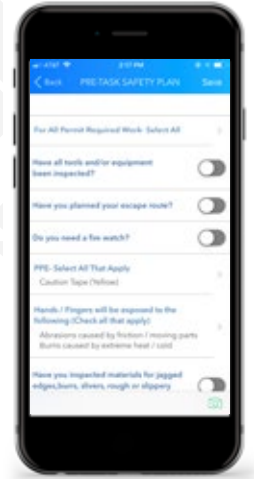
#### The safety app helps make TD's safety processes:

- » Easier to follow
- » More effective
- » More engaging

The app brings better awareness of hazards and improved planning. It is used by 900+ Partners, including all field leadership and up, plus all service technicians. Partners performing either safety inspections or safety observations have been provided SmartTagIt accounts.

#### The app will also:

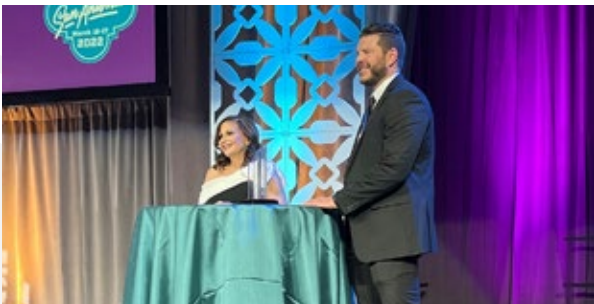
- » Manage the safety performance on all job sites
- » Engage in proactive safety processes consistently and often
- » Fix hazards
- » Video and analyze Safety Planning Conversations using AI
- » Provide tools to stop unsafe working behaviors



Sample Pre-Task Safety Plan

### SAFETY AWARDS

TDIndustries continues to be acknowledged as a leader in safety at the local, regional and national levels, most recently by the Associated General Contractors (AGC) of America where TDIndustries won the Second Place National Construction Safety Excellence Award for a Specialty Contractor with Over 1 Million Work Hours. The award was earned based on results, risk mitigation, hazard identification and control, training and a comprehensive safety program. For many years, those results (EMR, TRIR and other measurements) tell the same story - TD is a leader in the Specialty Contracting Industry. Our safety metrics have consistently been among the best in the country.



TD was recently awarded the **2021 National Safety Pinnacle Award from Associated Builders and Contractors**. This award is the highest level of achievement in ABC's STEP program and reinforces our core value of Fiercely Protecting the Safety of All Partners.

Recently, TDIndustries' Safety Culture was also recognized by both AGC and ABC for the following:

- » 2021 AGC Second Place Construction Safety Excellence Award
- » 2021 ABC National Safety Pinnacle Award
- » 2020 ABC National Safety Excellence Award
- » 2020 AGC First Place Construction Safety Excellence Award
- » 2019 ABC Pinnacle Safety Award

# STAFFING PLAN

## KEY PERSONNEL



### EXPERIENCE

31 Years

### EDUCATION

Bachelor's  
Degree Business  
Administration  
– Accounting  
Concentration - Baylor  
University

## Brian Lillard - Senior Vice President, FMS

Brian is a highly respected and innovative executive leader with a 30 year history of measurable achievements and positive impact in business development, contract negotiations, Client satisfaction and budget management. He has an established record of understanding Client's needs and uses innovative ways to overcome challenges and assure that Client's receive excellence in the service provided.

As Senior Vice President of Facilities Management Services for TD, Brian's role will be integral to the success of the Region 10 ESC Project. Brian will be responsible for understanding the vision of Region 10 ESC and ensuring the TD team is completely aligned with that vision.

**LICENSING AND CERTIFICATIONS:** IFMA Member, CoreNet Global Member, Texas Real Estate Broker's License, Certified Public Accountant of Texas (Inactive)

### Representative Project Experience

- » City of Dallas Indoor Air Quality - Dallas, TX
- » Baylor University - Waco, TX
- » University of Virginia - Charlottesville, VA
- » Blue Cross Blue Shield IAQ - Richardson, TX



### EXPERIENCE

30+ Years

### EDUCATION

MBA – Open  
University Business  
School, UK

BS in Construction  
Management –  
University of Salford, UK

## Ed Buckley - Senior Director of Operations, FMS

Ed is a highly respected and innovative leader with 30+ years of leveraging deep technology, facility management and construction expertise with strong business acumen to accelerate profitable, sustainable growth for industry leaders. He bridges the gap between facilities management, innovative technology, and human performance.

As Sr. Director of Facilities Operations for TDIndustries, Ed's role will be integral to the success of the Region 10 ESC project by providing operational leadership. Ed will be responsible for understanding the vision of the Region 10 ESC IAQ project and ensuring that the TD team is completely aligned with that vision.

**LICENSING AND CERTIFICATIONS:** Corporate Real Estate Professional Organization; IFMA – International Facility Management Association; APPA – Association of Physical Plant Administrators; SACUBO – Southern Association of College and University Business Officers

### Representative Project Experience

- » Proctor & Gamble - Cincinnati, OH
- » Ericsson - Plano, TX
- » Capital One - Plano, TX



## EXPERIENCE

31 Years

## EDUCATION

Master of Science  
in Organization &  
Development &  
Bachelor of Arts in  
Applied Science -  
Abilene University

## Michael Bailey, MSOD - Project Manager

Mike is a highly experienced and respected leader with extensive knowledge in Facility Management Services. He is dedicated to managing safe and efficient working environments with the ability to identify and implement process improvements to increase efficiency and accuracy. Mike is committed to utilizing solid communication and interpersonal skills to ensure strong leadership, while simultaneously mentoring, training, and developing individuals to achieve company and customer goals and objectives.

Mike effectively combines leadership and facilities management technical experience to enhance the client programs including but not limited to event preparation, custodial, MEP maintenance, and fleet services. He has overseen and managed indoor air quality projects, logistical operations, energy utilization, service coordination, RFP processes, capital expense projects and budget requirements. Mike also effectively manages CMMS system processes and integrations.

**LICENSING AND CERTIFICATIONS:** Facility Management Professional (FMP), Master Conflict Resolution and Certification - Abilene; ASHRAE Member

### Representative Project Experience

- » City of Dallas - Dallas, TX
- » Blue Cross Blue Shield Indoor Air Quality - Richardson, TX
- » Western Texas College - Snyder, TX



## EXPERIENCE

2 Years

## EDUCATION

Bachelor's Degree  
in Spatial Science,  
Minor in Facility  
Management - Texas  
A&M University

## Landon Johnstone, FMP, SFP - Technical Sales Specialist

Upon graduating from Texas A&M in 2020, Landon quickly made a positive impact in Operations and Business Development. He brings innovative solutions and outstanding customer service to all clients he is involved with. Landon has played a strategic role in recent TD Facilities wins: City of Dallas IAQ, Blue Cross Blue Shield IAQ, Northern Arizona University, and UT Southwestern to name a few. Landon also brings great understanding and knowledge of Co-Ops and Federal Funding allocations.

Serving as the Technical Sales Specialist, Landon's role will be to ensure the goals of Region 10 are implemented in each project. Landon will serve as the primary liaison between TD Operations and Region 10.

**LICENSING AND CERTIFICATIONS:** Facility Management Professional (FMP), Sustainability Facility Professional (SFP), ASHRAE member

### Representative Project Experience

- » City of Dallas Indoor Air Quality – Dallas, TX
- » Blue Cross Blue Shield Indoor Air Quality – Richardson, TX
- » Northern Arizona University - Flagstaff AZ
- » CPS Energy - San Antonio, TX



## EXPERIENCE

23 Years

## EDUCATION

Master of Business Administration in Business - University of Texas at Dallas

Bachelor of Science in Mechanical Engineering - University of Texas at Austin

## Justin Bowker, PE, LEED BD+C - Vice President, Engineering

After graduating from UT Austin, Justin landed a job at a design-build contractor in Seattle and thus began his passion for harnessing the power of the integration of design knowledge and construction expertise to address our project’s complex opportunities. Since moving back to Texas in 2001, Justin has been in the Engineering Team at TDIndustries of which he became the manager in 2009 and Vice President in 2016. Under his leadership, the team challenges itself to harness technical approaches to provide focused value to the owner on design/assist and design/build projects. Furthermore, Justin is very active with developing technical training to equip all of our Partners with know-how to deliver optimal performance, constructability, and cost.

**LICENSING AND CERTIFICATIONS:** Master Electrician, TX; Professional Engineer-Mechanical, TX - TX#PE-91701; LEED AP BD+C; ASHRAE Member

### Representative Project Experience

- » City of Dallas Indoor Air Quality - Dallas, TX
- » DFW International Airport Terminal A - Irving, TX
- » Cook Children’s Medical Center - Fort Worth, TX
- » Deloitte University - Westlake, TX
- » Thanksgiving Tower Chillers & Cooling Towers - Dallas, TX
- » University of Texas Southwestern Medical Center Hospital - Dallas, TX
- » Flextronics - Ft. Worth, TX



## EXPERIENCE

45 Years

## EDUCATION

Bachelor of Science in Mechanical Engineering - University of Texas at Arlington

## Jeff Farley, PE, LEED BD+C - Sr. Mechanical Engineer

Jeff Farley spent the early part of his career in the field performing installs. After completing his degree he joined TDIndustries in 2002 as an Engineer. Jeff combines his extensive field experience with his engineering design capabilities to provide insight and value for every customer he works with. Jeff has been the lead designer on some of TD’s most challenging projects and consistently provides value for his customers.

On the Region 10 ESC Project, Jeff will be focused on collaboration with the MD Engineer to ensure the best possible design is delivered to comply with all regulations, as well as within budget. He will also work closely with the design team to ensure the project and value analysis options are agreed upon and coordinated.

**LICENSING AND CERTIFICATIONS:** Registered Professional Engineer – Mechanical Texas - #93570; LEED Accredited Professional – LEED BD+C; ASHRAE Member

### Representative Project Experience

- » City of Dallas Indoor Air Quality - Dallas, TX
- » The Link at Uptown - Dallas, TX
- » NA4 Data Center - Undisclosed Location

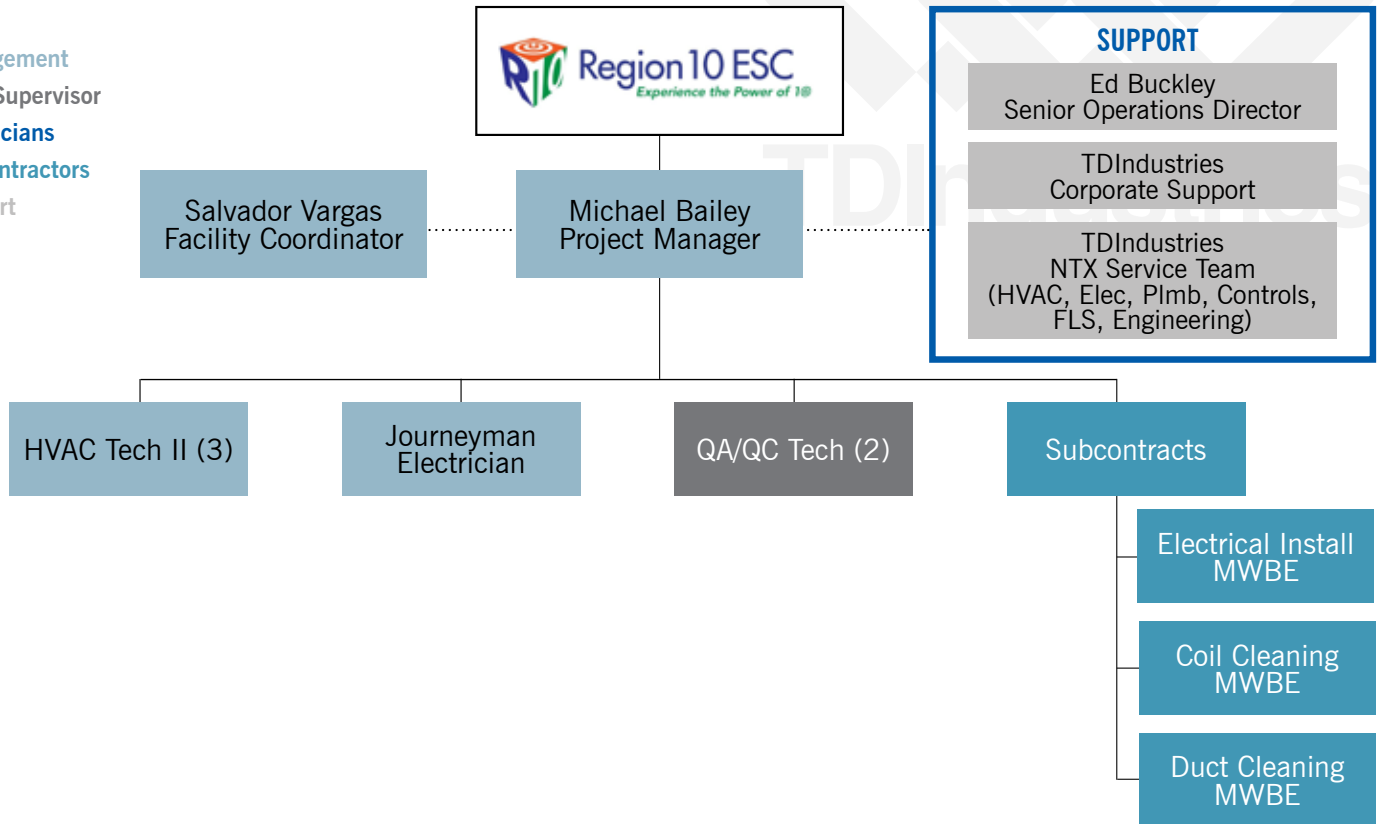


## ORGANIZATIONAL CHART

The following organization chart is an example. Based on TD's research Region 10 has 75+ School Districts. TD will increase/decrease the staffing to fit the needs of each District.

### KEY

Management  
Lead Supervisor  
Technicians  
Subcontractors  
Support



## JOB DESCRIPTIONS

POSITION	DUTIES
<b>HVAC Tech</b>	Serves as a lead and front-line resource to service technicians through technical support and provides guidance and training to other technicians. Performs inspections, testing, repairs, servicing, and planned maintenance of HVAC Systems. Diagnoses HVAC system performance through observation, testing and setup as required by trade/position and type/size of equipment to include split systems up to 120 tons, mini split systems, 3 tons/multizone, VRV heat pump/recovery, RTUS up to 150+ tons, WSHP up to 120 tons, self-contained systems, CRAC units, air/water cooled chillers, airside, AHUs and EFs, pumps and piping.
<b>HVAC Tech</b>	Responsible for maintenance and repair of electronic components and equipment and ensure equipment is running correctly. Refers to schematics and performs visual inspections for basic problems. Uses diagnostic equipment to pinpoint.
<b>QA/QC Tech</b>	Responsible for quality assurance/quality control of all equipment and materials installed. The QA/QC tech will create punch list items and will log completion of these items.

# TRANSITION PLAN

## Region 10 ESC Indoor Air Quality

### TDIndustries

Project Start: Thu, 9/1/2022

Display Week: 1

\*Sample Schedule

TASK	ASSIGNED TO	PROGRESS	START	END	Aug 29, 2022							Sep 5, 2022							Sep 12, 2022							Sep 19, 2022							Sep 26, 2022							Oct 3, 2022							Oct 10, 2022							Oct 17, 2022													
					29	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23							
					M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
<b>Tier I - IAQ Consulting</b>																																																																			
Set Goals and Milestones with Region 10 ESC	TDIndustries	0%	9/1/22	9/3/22																																																															
Walk and Survey Buildings	TDIndustries	0%	9/5/22	9/16/22																																																															
Obtain building and equipment information	TDIndustries	0%	9/5/22	9/5/22																																																															
Plan - Design with TD Engineering	TDIndustries	0%	9/19/22	9/23/22																																																															
Place Order of UV Light	TDIndustries	0%	9/26/22	10/3/22																																																															
Place Order of Filtration	TDIndustries	0%	9/26/22	10/3/22																																																															
Place Order of Control Materials	TDIndustries	0%	9/26/22	10/3/22																																																															
Place Order of Misc Materials	TDIndustries	0%	9/26/22	10/3/22																																																															
<b>Tier II - IAQ Upgrade</b>																																																																			
Coil Cleaning	TDIndustries	0%	9/26/22	10/7/22																																																															
Duct Cleaning	TDIndustries	0%	9/26/22	10/7/22																																																															
Install UV Lights for Airstream Disinfection	TDIndustries	0%	10/3/22	10/21/22																																																															
Install UV Lights for Coil Disinfection	TDIndustries	0%	10/3/22	10/21/22																																																															
Install Air Purification	TDIndustries	0%	10/3/22	10/21/22																																																															
Upgrade filtration in equipment	TDIndustries	0%	9/29/22	10/13/22																																																															
Installation and programming of controls	TDIndustries	0%	10/3/22	10/21/22																																																															
<b>Tier III - IAQ Monitoring &amp; Maintenance</b>																																																																			
QAQC - TDIndustries	TDIndustries	0%	9/26/22	10/21/22																																																															
Walk equipment upgrades with Stakeholders	TDIndustries	0%	10/17/22	10/21/22																																																															
Implement SOP for Technicians and Stakeholders	TDIndustries	0%	5/26/22	5/31/22																																																															
IAQ Monitoring	TDIndustries	0%	10/3/22	10/21/22																																																															

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# COMPETITIVE ADVANTAGES

## TALENT ACQUISITION

TD believes it is critical to recruit Partners who fit well within TD's and our Customer's culture. We believe our industry leading benefits and organizational development program are invaluable in recruiting and retaining a highly qualified workforce. These programs have allowed TD's facilities team to maintain an industry-leading voluntary turnover rate.

## TD BENEFITS

### EMPLOYEE VS. EMPLOYER CONTRIBUTION

TD is entirely owned by its employees. TD offers retirement plans to save money and engage in long term planning. Contributing toward the ESOP provides our Partners with the opportunity to be an owner of TD; and making contributions to their 401(k) will allow our Partners to save for their retirement. At the end of each year, TD takes 30% of its profits and reinvests it into the ESOP and 401(k) programs. In 2020, Partners earned 53 cents for every dollar they invested as a company match.

Partners always own the 401(k) investments they have made, and there is a three year graded vesting period for 100% ownership of the matched contributions from TD. Partners' contributions are made on a pre-tax basis, which effectively lowers their taxable income.

## WAGES

TD's compensation philosophy is to attract and retain top talent, aggressively promote career growth, and provide top pay for top performers. Compensation pay bands are evaluated annually to ensure they are market competitive. Individual compensation decisions are based upon an individual's performance and TD's Pay Delivery Guidelines.

## ORGANIZATION DEVELOPMENT

### INTERN/APPRENTICE PROGRAMS

TDIndustries has a robust training and development program for our apprentices. The development strategy for the apprentices utilizes formal training classes, relational and social learning, and on-the-job training.

All members of our workforce are expected to complete 32 hours of training each year. After at least three months of employment, apprentices that do not have journeyman-level skills are entered into at least one of the following development programs.

- » **Formal Training:** Apprentices receive formal training using the National Center for Construction Education and Research (NCCER) curriculum. The program is compliant with NCCER requirements for certification and credentialing. This includes testing for our Apprentices, certification for instructors, and oversight by an NCCER Master Trainer. The program is sponsored by the ABA and is certified through the DOL.
- » **Relational and Social Learning:** Our most junior apprentices are also mentored by peers that have Journeyman-level skills. These mentors are trained and receive an internal certification as mentors. Mentor certification involves both eLearning and instructor-led training.
- » **On-the-Job Training:** Apprentices are assessed during their pre-employment, initial onboarding into our company, and throughout their career as apprentices. The assessments include written exams, tool identification tests, and hands-on performance testing. Evaluation for these assessments is supported by documented rubrics, aligned with NCCER training objectives. This emphasizes the importance of safety and quality.



In addition to these aspects of trades training for our apprentices, there are other aspects of our overall training program that should be highlighted:

- » **Character Development:** Our organizational culture is based on Servant Leadership and has been codified into our Core Values. All members of our workforce attend classes in culture each year.
- » **Continuous Improvement and Change Management:** Our mission statement emphasizes the importance of continuous improvement to deliver value to our customers. Leaders throughout the organization are taught these skills and are coached to be customer-focused.
- » **Leadership Development:** We have a robust leadership development program that meets the ongoing development of leaders as they progress throughout their careers.

## MANAGEMENT & ASSOCIATE SKILLS DEVELOPMENT

### TD ORGANIZATIONAL DEVELOPMENT PROGRAM

Consistent with our vision statement, building careers for our Partners is part of the TD culture and has been for more than 76 years. Training is one of the most critical issues associated with the delivery of technical services in a progressively high-tech world. It has and will continue to be increasingly difficult to find, attract and retain the people we need to grow our business.

TD has taken a leadership position in developing training programs for our Partners that have set us apart from our competitors. Our training program has been designed to continue and greatly enhance the education our new and existing employees have received before coming to TD. Our training philosophy on continuing education is directly reflected in our attention to the continued growth of our Partners. Some of the many courses available to our Partners include:

#### Technical Skills

- » HVAC
- » Refrigeration
- » Electrical
- » Plumbing
- » Safety
- » Facilities Technician
- » Tool handling
- » Welding
- » Water Treatment
- » Non-destructive testing

#### Leadership/Career Development

- » 4 Year Curriculum
- » TD' Partners in Quality program
- » Culture and Diversity
- » Servant Leadership
- » Seven Habits of Highly Successful People
- » Performance Management
- » Business and Management
- » Computer Application and Software
- » Business Ethics
- » Train the trainer
- » Spanish Language Course

All new employees are tested in their specific skill area to determine their level of proficiency. The result of this testing is used to develop each Partner's individual career plan. Our annual goal setting and review of career plans for each Partner focuses attention on obtaining technical licenses. Most training costs are paid directly by the company. Partners can receive additional incentives to complete individual and multiple trade certifications and/or licenses. Partners are also cross-trained in several trade areas to facilitate cross-utilization during emergencies and to improve efficiencies.



## SAFETY

Besides the safety orientation that is presented by the TD Safety Director, each new Facilities' Partner will receive a project site safety orientation. It will be the responsibility of the Director of Facility Management or Site Supervisor to ensure this is done and the form below is forwarded to the Facilities Operations Admin by the end of the Partner's first week of employment.

In addition to the technical trainings, TD Partners go through the following safety trainings:

- » Hot Work, PPE, PTSP
- » EEW/LOTO
- » First Aid/CPR
- » Fall Protection
- » Back Injury



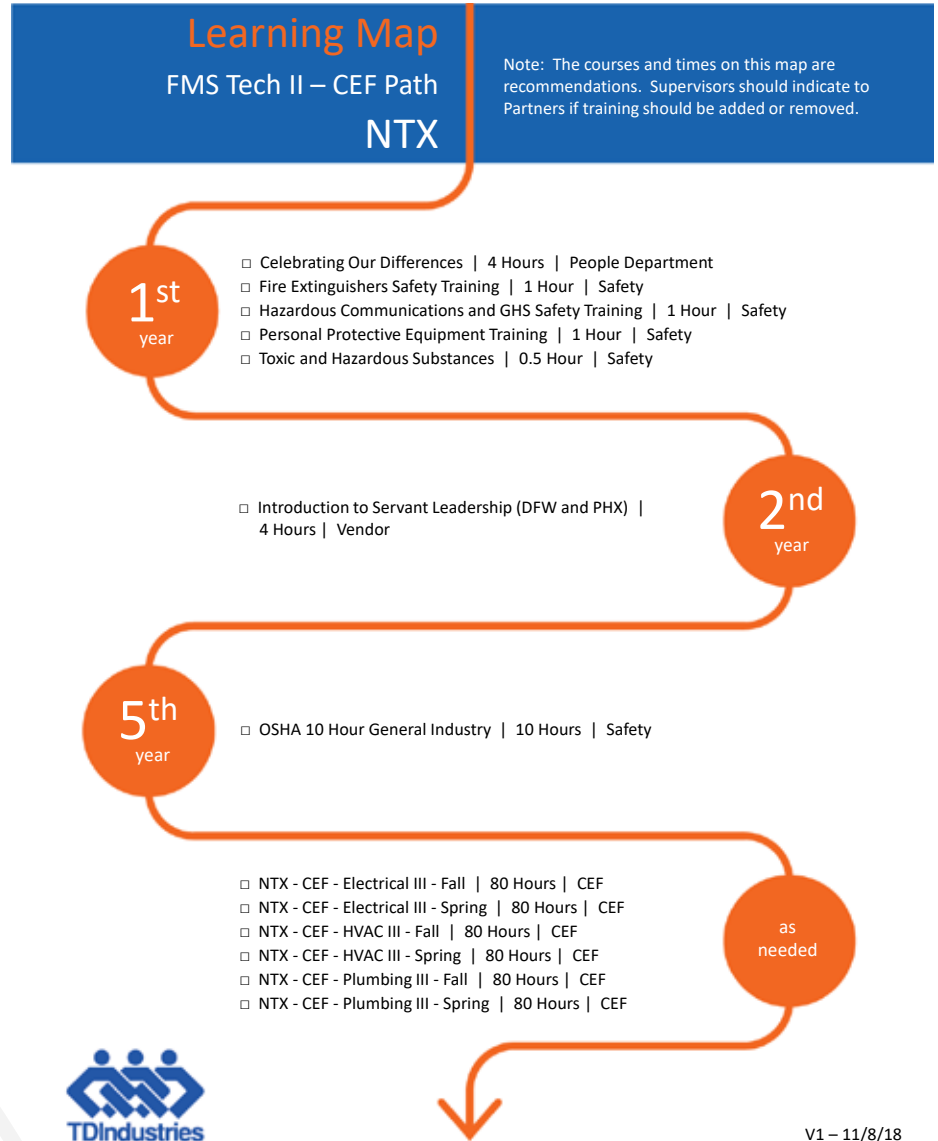
## JOB SPECIFIC/TECHNICAL

Training is provided through our "TDUniversity" Program, the Construction Education Foundation, manufacturers, suppliers, colleges, universities and computer-aided programs. All TD Partners are encouraged to complete a minimum of 32 hours of training per year.

For 76 years TD has been the leading facilities services contractor in Texas. With 400 service trucks throughout Texas we are the leading provider of quality technical services statewide and we provide the diverse mix of technical skills required to operate and maintain modern, technically advanced buildings.

Our training program is defined and guided by TD Learning Maps for each role in the company.

The following is an example of the Learning Map for a Building Tech II (skilled mechanic):



# PROCUREMENT

TD can also provide vendor acquisition and implementation services for the facility. TD intends to secure these products and services by following a systematic procedure designed to ensure the highest quality vendors are selected and their services are implemented in a timely manner. The key points of the procedure are as follows:

## DEFINE SERVICE LEVELS AND SCOPE OF WORK

TD will define service levels and scopes of work using several input points.

- » TD's experience with similar Projects and Clients
- » Requirements as defined by Client internal policy, the site, building, occupants and components

## SURVEY OF AND SELECTION OF VENDOR OPTION

Vendor options will be derived from the following:

- » TD's direct vendor experience
- » Client's preferred vendor network
- » Subcontractors used during the construction or remodel phase

## DEVELOPMENT OF AND TENDER OF RFP

RFPs will be developed in conjunction with the Client team to include the following:

- » Business requirements
- » Vendor profile and methodology
- » Resources applied to Project
- » Pricing

## REVIEW AND RECOMMENDATION OF RESPONSES

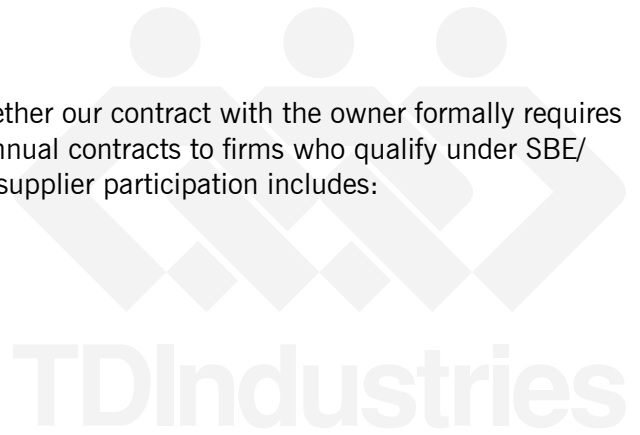
TD in conjunction with the Client team will review all RFP submissions performing due diligence in the following areas:

- » Company profile, strategy, mission, qualifications, references, financial status
- » Process expertise, methodology, effectiveness, quality initiatives and certifications
- » Technology, infrastructure stability, security and audit controls
- » Legal and regulatory compliance, including any outstanding complaints or litigation
- » Use of subcontractors (particularly important with the janitorial function)
- » Disaster recovery, security and business continuity policies
- » Cost analysis

## MINORITY PARTICIPATION PLAN

TD has a long tradition of working closely with minority firms whether our contract with the owner formally requires us to do this or not. We consistently award a percentage of our annual contracts to firms who qualify under SBE/MBE/WBE/DBE certification programs. Possible subcontractor or supplier participation includes:

- » Major HVAC Equipment
- » HVAC Controls
- » HVAC-Plumbing Insulation
- » Electrical Install
- » Duct Cleaning
- » Coil Cleaning
- » Rentals
- » Coring & Sawcutting
- » Skilled Minority Labor and Manpower
- » Proportional Valve Drivers and Wireless Controls
- » Insulation
- » Pipe Valves and Fitting Supplies
- » Fuel services
- » Boiler Equipment Purchase
- » Fire Caulking
- » Plumbing Fixtures
- » Fire Life Safety
- » Pest Control
- » Window Cleaning
- » Grounds
- » Custodial



# SOLUTIONS

A proper indoor air quality solution accounts for a variety of factors that cannot be resolved or improved by one product or solution. Furthermore, it is important that the solution is effective not only for the present but also the foreseeable future. We acknowledge there is “no one size fits all” approach. Thus, resulting in our phased approach. This approach allows for TD Engineers to review every space and the mechanical systems serving this space for a custom solution.

Listed below are the 3 Phases TD has developed. Each phase is unique and may not be required for every system TD encounters.

## PHASE I: CONSULTING

In this phase TD Engineers will review the entire building, the spaces within the building, and the mechanical systems that serve each of the spaces within the building. Listed below are examples the Engineers will assess:

### SPACE

- » Space Type
  - School, Administrative Office, Warehouse, etc.
- » Space Use
  - Gym, Cafeteria, Classroom, Office, Storage, etc.
- » Occupancy Frequency/Capacity

### MECHANICAL SYSTEMS

- » Equipment Type
  - Air Handling Unit, Roof Top Unit, Variable Refrigerant Flow, etc.
- » Building Automation Systems
  - Trane, Allerton, Johnson Controls, etc.
- » Outdoor Air
  - Dedicated Outdoor Air, In Unit Outdoor Air, None
- » Filtration
  - MERV rating, Bypass, Cleanliness
- » Air Systems
  - Duct, Coils, Grilles
- » Air Exchanges
- » Unit Age

This consultation ensures each mechanical system is meeting design standards for the space it serves. Design standards must be met before proceeding to the next phase. The consultation also allows for the Engineers to determine the outputs for the resulting phases II - III (if any).

## PHASE II: UPGRADES

Once Phase I is complete, and the Engineers have reviewed all spaces, mechanical systems, and design standards the Engineers will then begin to make suggested upgrades (if applicable). Below are the upgrades our Engineers will typically recommend:

### SPACE

- » Upper Room UV disinfection
- » Wall-Mounted Air Purifiers

### MECHANICAL SYSTEMS

- » Upgrade Filtration
- » Clean Coils
- » Clean Duct
- » Outdoor Air
- » Controls
- » UV on coils (if applicable) and/or in-duct
- » Air Purifiers
- » Upper Air Disinfection
- » Unit Changeouts – units that are R-22 or 15+ years older\*
  - \*TD can do 1-for-1 unit changeouts, or engineered

## PHASE III: LIFE-CYCLE SOLUTIONS

Upon completion of upgrades TDIndustries has proposed to maintain each system installed. This includes changing of filters, maintenance of UV bulbs and air purifiers, and unit changeouts (entire unit). Furthermore, to ensure the longevity of Indoor Air Quality, TD has proposed IAQ monitors that will be installed throughout classrooms, public spaces, and offices. These monitors track IAQ in real time with alerts and statuses.

Please see pages 32-41 for product information on all proposed solutions.

# SOLUTIONS SUPPORT

“TD’s Engineering Team is routinely asked to provide technical expertise to address the needs of our customers. Our team has recently been involved in many Indoor Air Quality (IAQ) opportunities as our customers request help to make sense of various technologies in the marketplace. Our team approaches IAQ opportunities in existing buildings through a whole HVAC system approach which evaluates temperature, humidity, space air distribution, building pressurization, filtration, minimum outside air which are proven approaches and contribute to healthy buildings. We use baseline equipment performance established through our investigations to determine where changes may be necessary. Our recommendations may involve increased filtration MERV ratings, increasing building outside air or ultraviolet germicidal irradiation (UVGI) to address surface or air disinfection, additional approaches may be suggested based on feasibility to implement. System Commissioning with ongoing monitoring and oversight can be used to provide confirmation that the system is functioning as designed and alert maintenance teams of performance issues. The TD Engineering Team recommendations for Indoor Air Quality (IAQ) improvements are based on engineering knowledge, project experience and utilization of Subject Matter Experts (SME) recommendations from organizations such as The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).” - Jeff Farley; TD Lead Engineer for Region 10 ESC IAQ Project

TD Engineers have put a lot of time, dedication, and research into preparing a solution. Our solution is supplemented with ongoing ASHRAE and EPA studies, 15+ years of Indoor Air Quality experience, and our core values.

## WHY ASHRAE?

American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE), founded in 1894, is a global society advancing human well-being through sustainable technology for the built environment. The Society and its members focus on building systems, energy efficiency, indoor air quality, refrigeration and sustainability within the industry. Through research, standards writing, publishing and continuing education, ASHRAE shapes tomorrow’s built environment today. ASHRAE was formed as the American Society of Heating, Refrigerating and Air-Conditioning Engineers by the merger in 1959 of American Society of Heating and Air-Conditioning Engineers (ASHAE) founded in 1894 and The American Society of Refrigerating Engineers (ASRE) founded in 1904. Today, ASHRAE is the standard for Engineers, Architects, and Building Stakeholders.

In March of 2020, ASHRAE was among the first major organizations to publicly recognize the potential for transmission of the SARS-CoV-2 virus in indoor air. ASHRAE leaders promptly put together an Epidemic Task Force to provide and consolidate technical resources to help address the COVID-19 pandemic. On December 8, 2021, the EPA wrote a letter of appreciation to ASHRAE for the organization’s research and efforts.

TD Engineers have cross referenced our proposed solutions to ASHRAE standards for Filtration and Air Cleaning, Infectious Aerosols, and Indoor Air Quality. Below is a summary from each document. TD will be happy to provide the ASHRAE position documents upon request.

## ASHRAE SUMMARIES

Based on risk assessments, the use of specific HVAC strategies supported by the evidence-based literature should be considered, including the following:

- » Enhanced filtration (higher minimum efficiency reporting value [MERV] filters over code minimums in occupant-dense and/or higher-risk spaces) (Evidence Level A)
- » Upper-room UVGI (with possible in-room fans) as a supplement to supply airflow (Evidence Level A)
- » Local exhaust ventilation for source control (Evidence Level A)
- » Personalized ventilation systems for certain high-risk tasks (Evidence Level B)
- » Portable, free-standing high-efficiency particulate air (HEPA) filters (Evidence Level B)
- » Temperature and humidity control (Evidence Level B)

Healthcare buildings\*\* should consider design and operation to do the following:

- » Capture expiratory aerosols with headwall exhaust, tent or snorkel with exhaust, floor-to-ceiling partitions with door supply and patient exhaust, local air HEPA-grade filtration.
- » Exhaust toilets and bed pans (a must).
- » Maintain temperature and humidity as applicable to the infectious aerosol of concern.
- » Deliver clean air to caregivers.
- » Maintain negatively pressurized intensive care units (ICUs) where infectious aerosols may be present.
- » Maintain rooms with infectious aerosol concerns at negative pressure.
- » Provide 100% exhaust of patient rooms.
- » Use UVGI.
- » Increase the outdoor air change rate (e.g., increase patient rooms from 2 to 6 ach).
- » Establish HVAC contributions to a patient room turnover plan before re-occupancy.

Non-healthcare buildings should have a plan for an emergency response. The following modifications to building HVAC system operation should be considered:

- » Increase outdoor air ventilation (disable demand-controlled ventilation and open outdoor air dampers to 100% as indoor and outdoor conditions permit).
- » Improve central air and other HVAC filtration to MERV-13 (ASHRAE 2017b) or the highest level achievable.
- » Keep systems running longer hours (24/7 if possible).
- » Add portable room air cleaners with HEPA or high-MERV filters with due consideration to the clean air delivery rate (AHAM 2015).
- » Add duct- or air-handling-unit-mounted, upper room, and/or portable UVGI devices in connection to in-room fans in high-density spaces such as waiting rooms, prisons, and shelters.
- » Maintain temperature and humidity as applicable to the infectious aerosol of concern.
- » Bypass energy recovery ventilation systems that leak potentially contaminated exhaust air back into the outdoor air supply.

Design and build inherent capabilities to respond to emerging threats and plan and practice for them. (Evidence Level B)

\*\*It is assumed that healthcare facilities already have emergency response plans.

# PRODUCTS

## PURE-AERAMAX PRO III PC

Classrooms and Daycare Facilities: Common areas and classrooms are breeding grounds for germs—and young respiratory systems are more susceptible to irritants that can exacerbate childhood allergies and asthma. What's more, facilities staff find it increasingly difficult to effectively clean high-traffic areas rife with bacteria and viruses.

### WHY PURE-AERAMAX?

1. Effective – The four-stage filtration process uses the following methods to effectively clean the air (Image on the following page).
  - a. Pre-filter – captures large particles and contaminants and helps protect lifespan of other filters
  - b. Active Carbon – Absorbs odors and VOCs from the air
  - c. TRUE HEPA Filter – Captures and traps airborne particles
  - d. PlasmaTrue – Improves capture and efficiency of particulate filter
2. Smart – Uses dual self-regulating sensors to measure sounds, motion, and air quality. Utilizes the following two modes:
  - a. Normal Mode – automatically adjusts between all fan speeds to control air quality
  - b. Quiet Mode – uses quieter fan speeds when the space is occupied and all fan speeds when the space is unoccupied
3. Integrated – Seamlessly integrates into your facility's environment. Each unit is wall-mountable, unobstructive, and aesthetically pleasing.
4. Reliable – All units are built with 24/7/365 operation in mind. Which means they are constructed with superior components, high-grade filters, and reinforced housings.

### THE DIFFERENCE?

It starts with HEPA filtration - A well-engineered machine is quickly let down if using poor filters. PUREAeraMax filters conform to IEST 1.5 HEPA Standard which proves 99.97% at the 0.3-micron size. In addition, our filters can capture more than 97.8% of pollutants at 0.1-0.15 microns, based on IBR labradorites test data.

PureAreaMax was independently tested and show to remove 99.99% of airborne influenza flu virus within 20-35 minutes of operation.

Air Changes Per Hour (ACH) – ACH is the amount of times we can move the volume of air in a room through our machine. An ACH of 5 means your air is being cleaned every 12 minutes. You should be aiming for 3-5 air changes per hour.

The experts agree – CDC: ““Consider using portable high-efficiency particulate air (HEPA) fan/ filtration systems to help enhance air cleaning (especially in higher risk areas).” ASHRAE: “Add portable room air cleaners with HEPA or high-MERV filters with due consideration to the clean air delivery rate”.

### WARRANTY

5 year limited warranty.





# EFFECTIVE

## Proven Performance

The PURE- AeraMax Professional four-stage filtration process uses the following proven methods to effectively clean the air

# 1

The **pre-filter** captures large particles and contaminants and helps protect the lifespan of other filters



# 2

**Active Carbon** filtration adsorbs odors and VOCs from the air



# 3

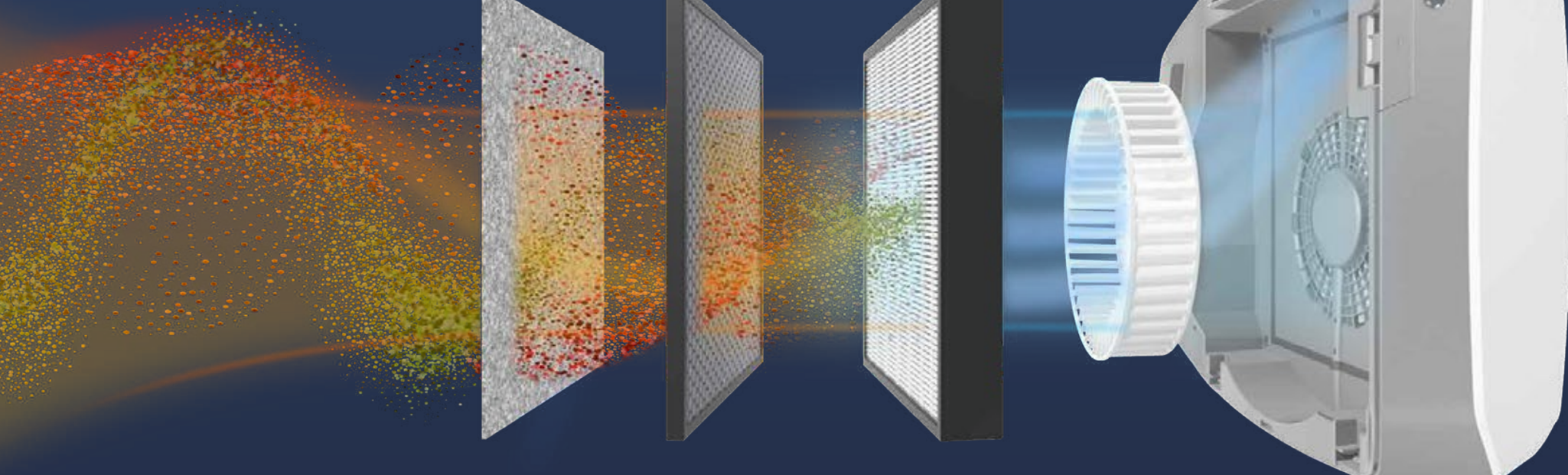
The **True HEPA filter** captures and traps **99.97%** of airborne particles\*

Anti-microbial treatment on the HEPA filter effectively reduces the development of bacteria and fungi on the filter



# 4

The **PlasmaTrue™ Bipolar Ionizer** improves the capture efficiency of the particulate filter



\* Verified HEPA capture efficiency at 0.3 microns

# TESTIMONIALS

## Delivering A Great Guest Experience

### Legoland Discovery Center

Kid-centric LEGOLAND® Discovery Center's restrooms are visited by hundreds or thousands of visitors every day. Keeping them clean is challenging. Air fresheners only mask bathroom odor and do nothing to prevent the airborne germs that accompany them. For a truly clean facility, LEGOLAND® installed PURE-AeraMax Professional air purifiers in each of its facility's restrooms, resulting in a significant improvement in key performance indicators (KPI) for facility cleanliness.



**"Clean air helped me deliver a CLEANER facility."**

Nick Miller, General Manager

## Setting Students Up for Success with Clean Air

### Hinsdale Middle School

When a series of architectural changes at Hinsdale Middle School caused indoor air quality (IAQ) issues, Director of Operations at Community Consolidated School District 181, Mike Vilendrer, turned to PURE-AeraMax Professional. Eight months after installation in a science lab, an art room, a classroom and the band room, the problems vanished into clean air—with one art teacher noting a significant drop in absences compared to past years.



**"The indoor air quality issues we were having completely went away."**

Mike Vilendrer, Director of Operations,  
Community Consolidated School District 181

## Little Lungs Need PURE-AeraMax Professional

### Tiny Sprouts Early Childhood Center

Catering to 60 children—from infants to Pre-K—every day, Tiny Sprouts Early Childhood Center in Rutherford, NJ had a significant germ and odor problem that was unsolved by traditional cleaning methods. So, Director Emily Sousa installed PURE-AeraMax Professional units throughout the school. The impact was immediate. And dramatic. "We've seen a significant difference in air quality," Sousa says. "In the morning, the room smells fresh and there's a complete difference in the way it feels." What's more, the new air purification routine paid additional dividends. Parents from other schools switched their children to Tiny Sprouts specifically because of its stance on cleanliness, health and safety, as well as the installation of the PURE-AeraMax Professional units.



**"We were able to solve on-going problems with odors and germs."**

Emily Sousa, Owner and Director

## A Visibly Cleaner Environment

### All About You Dental Care

Dr. Stephen Lavrisa wanted to provide a clean and healthy environment for his patients and staff—but typical HEPA HVAC filters just weren't cutting it. He didn't know whether they truly worked and noticed that the bulky, retrofitted filters restricted the airflow of his HVAC system, causing the system to work overtime. Enter PURE-AeraMax Professional. Lavrisa installed eight units throughout his facility and noticed an immediate—and visible—difference. Dust didn't collect on surfaces, and particulate matter that typically landed on surfaces by the end of the day were out of sight. The bonus: a healthier environment for all involved.



**"I know that it's cleaner, because I don't see dust and particles on the countertops. I know my air quality is better."**

Dr. Stephen Lavrisa.

## DUCT CLEANING

Air duct cleaning redefines occupant health. Eliminating dirt, dust and microbial growth from your ductwork can improve indoor air quality while maintaining a cleaner environment and increasing HVAC efficiency. Clean ducts mean less dirt in occupied spaces and air because ductwork is often the source and pathway for dust and biological contaminants.

There can be pounds of dirt in your air ducts. Buildup from daily HVAC use, suspended particles, new construction or remodeling, bypass around filtration can add millions of dirt, dust, and debris particles in your ductwork. This service will be performed in conjunction with TD's MWBE partner.



Warranty: None. Cleaning will be done every 2 years with maintenance plan.

## PROCESS

1. The ducts will be inspected by our Engineering team.
2. If it is determined the duct needs to be cleaned, a high-powered blower and HEPA filter vacuum is connected to the air duct system.
3. Air duct cleaning tools are utilized to dislodge any dirt and dust build up in the duct.
4. After the duct is cleaned, all grilles and vents will be cleaned and reinstalled.

## COIL CLEANING

Due to the tight spacing between the coil fins, surface moisture from the cooling process, and the amount of air that flows across them, dirt, dust, debris and other pollutants can build up on the coil surfaces. The buildup of dust, debris, and pollutants can cause mold, spores, and other microbial growth on the coils. As air is pushed over the coils the microbial build up can travel through the airstream affecting the air quality building occupants breathe. Additionally, this buildup reduces the system's ability to transfer heat into and out of the space, thus reducing your system's ability to provide cooling. In more extreme cases, dirty coils can also hinder or block the airflow that is so important to the entire process. This can result in having a less comfortable space and rising utility bills due to the lost energy efficiency. This service will be performed in conjunction with TD's MWBE partner.



\*Images from the City of Dallas IAQ project

Warranty: None. Cleaning will be done annually with maintenance plan.

## PROCESS

1. Coils will be inspected by our Engineering team.
2. If it is determined the coils need to be cleaned, a technician will cover all duct (if applicable) to prevent water from entering ducting.
3. A pre-soak will be applied to the coils.
4. Coils will then be sprayed with coil cleaner mixture.
5. A final rinse will be applied.
6. Duct covering will be removed and process is complete.

## FILTRATION

TD has a purchasing agreement through an MWBE partner for the following filters.

### MERV 10

The Prime10 is an extended surface, pleated air filter, created to provide high efficiency and low pressure drop. The Prime10 is available in standard capacity as well as high capacity (Prime10HC). As an extended-surface air filter, the Prime10, performs at superior levels in comparison to standard pleated filters. The Prime10 has a MERV rating per ASHRAE Test Standards 52.2 and is pending UL 900 classification. Upgrading to prime 10 from a MERV 8 pleated air filter leads to significant increase in filter efficiency, allowing fewer particles to pass through the filter's media. Using the Prime10 pleated filters lessens build up on the HVAC's coils, in turn saving money and making the indoor space more energy efficient.



The Prime10 should be used anywhere a higher level of indoor air quality is required. The Prime10 is best used to filter irritants like mold, dust, lead dust, humidifier dust, coal dust, as well as nebulizer droplets and legionella.

### MERV 13

The Prime13 is a high efficiency pleated air filter, created to provide low initial resistance, high dust holding capacity and low pressure drop. As a high efficiency, extended surface air filter, the Prime13 is a great solution for application that need an upgrade from standard pleated MERV 8 and MERV 11 air filters. Trapping more than 98% of airborne particles (dust, pollen, mold spores, bacteria, allergens, virus carriers, most smoke, smog, as well as lead dust) the Prime13 is ideal for commercial use. These air filters are designed to last longer than traditional MERV 13 rating per ASHRAE Test Standards 52.2 and is also UL 900 certified.

## WARRANTY

None. Filters will be changed out quarterly (if needed) with maintenance plan.

## UV

All UV systems will be custom sized to meet the demands of the system. An example report is provided on page 38.

### UV ON COIL

This system is designed to save energy and maintenance costs associated with commercial HVAC. A biofilm (mold on coils) of only 0.002" can reduce efficiency by 37%! Ultraviolet germicidal irradiation (UVGI) is the most cost-effective and practical solution. The Standard Commercial UV System from Fresh-Aire UV® offers easy and flexible installation. It includes an advanced multi-voltage water-resistant power supply. All parts (except lamps) are covered by a lifetime warranty. It also improves indoor air quality by sterilizing airborne bacteria, viruses, and allergens.



Warranty: All parts (except lamps) lifetime, lamps 2-year warranty

### FEATURES

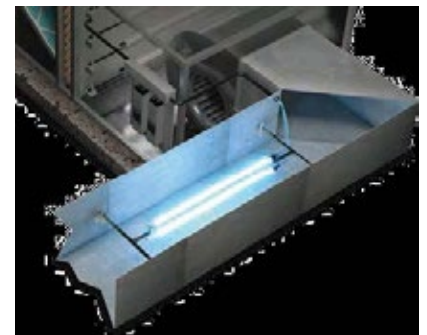
- » UV-C light irradiates coil & air handler interior
- » Single or multi-lamp configuration
- » High quality water-resistant lamps
- » Water-resistant power supply
- » Normal or high output lamp(s)
- » Lifetime warranty on all parts except lamp(s)
- » Includes 10' cable & mounting hardware
- » Optional Teflon® safety coating

### BENEFITS

- » Kills mold, bacteria, and viruses in the HVAC system
- » Saves energy by keeping components cleaner
- » Lowers maintenance costs – reduced required cleanings
- » Reduces worker exposure to dangerous chemicals
- » Cost effective

### UV AIR STREAM

Maximize airborne kill of dangerous pathogens such as viruses, bacteria, and mold spores with the Fresh-Aire UV® Commercial Series Airborne Duct System (ADS). This duct mounted HVAC UVGI system is designed for intensive airstream UV-C irradiation. The system features from 2 to 6 Fresh-Aire UV® high-output germicidal UV lamps which sterilize airborne biological contaminants as they pass by. The ADS system is fully customizable and can be configured to fit a wide variety of installation parameters.



### FEATURES

- » Ideal for airborne treatment of contaminants
- » Single or multi-lamp configuration
- » High output water-resistant lamp(s)
- » Water-resistant power supply
- » Lifetime warranty on all parts except lamp(s)
- » Includes 10' cable & mounting hardware
- » Optional Teflon® lamp coating

### BENEFITS

- » Reduces odors & kills airborne microbial contaminants
- » Improves indoor air quality
- » Effective chemical-free air disinfection
- » Cost effective
- » Reduces worker exposure to dangerous chemicals



# BLUECALC™

## CROSSFLOW AIR DISINFECTION ANALYSIS - REPORT

Customer / Project: **48 x 44**

### Duct Data

Duct Width	48 in
Duct Height	44 in
Distance Before Lamp(s)	12 in
Distance After Lamp(s)	0 in
Airflow	6233 CFM
Air Velocity	424.98 ft/min
Windchill Factor	yes

### UVGI Lamp Data

Model	TUVCL-246-HO
Number of Units	3
Lamp Length	1148 mm
UVGI Power per Lamp	34 W
Electrical Power per Lamp	100 W
Electrical Power (Total)	300 W
Teflon Coating	no
Reflector	yes

### UVC Germicidal Dose

	<u>1 pass</u>	<u>6 passes</u>
Average	750	4503 $\mu\text{J}/\text{cm}^2$
Maximum	1771	10624 $\mu\text{J}/\text{cm}^2$

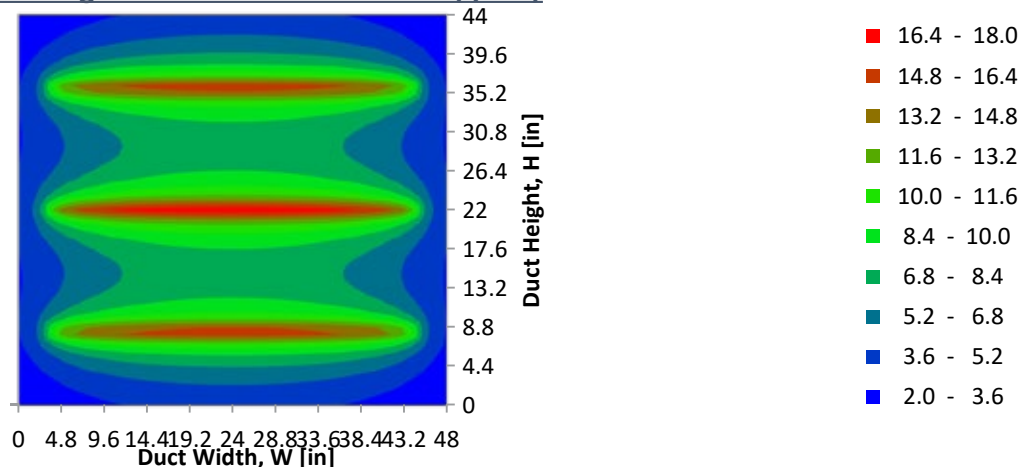
### Exposure time

Before Lamp(s)	0.14 s
After Lamp(s)	0 s
TOTAL exposure time	0.14 s
Air temperature increase	0.13 °C

### Inactivation rates at the end of UVC lamp life (18000h)

Microorganism	D <sub>90</sub> dose [J/m <sup>2</sup> ]	Single Pass		Recirculation (6 passes)	
		Average	LOG Avg	Average	LOG Avg
Coronavirus	6.1	94.09%	1	> 99.99%	> 4
Influenza A virus	19.4	58.97%	0	99.52%	2
Tuberculosis	10.8	79.81%	0	> 99.99%	4
Legionella Pneumoph	5.2	96.48%	1	> 99.99%	> 4

### UVC dose in cross-flow configuration after 18000 hours (J/m<sup>2</sup>)



**Note:** 4-log inactivation equals 99.99%. Higher than 4-log inactivation are achieved in real-life scenarios but the exact predictions/model would be inaccurate because the UV disinfection analysis utilises single stage decay data and equations.

**Disclaimer:** The Information and the analysis of this report is proprietary and confidential. Due to the fact that the data used in this analysis is supplied by the end user who takes responsibility for its accuracy, FreshAir UV does not make and expressly disclaims any representations or warranties as to the completeness, accuracy or usefulness of the report. FreshAir UV does not warrant that the use of such information will not infringe any third-party rights, nor does FreshAir UV assume any liability for damages or costs of any kind that may result from use of such information. Data contained in this BlueCalc sizing is subject to change without notice.

## UPPER AIR DISINFECTION

The need to protect occupied spaces from airborne pathogens has never been greater. Fortunately, Fresh-Aire UV 254 nm germicidal lamp systems have been proven to neutralize viruses, mold, and bacteria within seconds of exposure. The Fresh-Aire UV Aire-Foil features 15" - 60" UVC lamps and is wall-mounted near ceiling height. Upper air UVC disinfection is an ideal method to mitigate the spread of microorganisms in occupied spaces. As air naturally heats and cools it moves by convection, which continuously circulates it throughout the space. Airborne viruses and bacteria are neutralized when exposed to the UVC light field. The Aire-Foil unit is installed at a minimum height of 7' and is designed with louvers that shield occupants from UV exposure by projecting UVC light rays parallel to the plane of the ceiling.

### FEATURES/BENEFITS

- » Safe - Louvered UVC light is safe for occupied spaces
- » Produces no harmful ozone
- » Effective - Neutralizes airborne viruses & bacteria
- » APCO technology for odor and VOC reduction
- » Quiet - Air convection for silent operation
- » Practical - Dual High-output UVC germicidal lamp length: 15", 24", 32", or 60"
- » Quick & simple installation
- » 2 year UVC lamp life
- » Durable - Robust aluminum construction



Warranty: All parts (except lamps) lifetime, lamps  
2-year warranty

## AWAIR

Awair was designed to give schools, offices, and shops control over their indoor air quality and health. By giving the building operators and owners access to their IAQ data and insights on how to improve it. Awair is led by engineers, developers, and innovators that are passionate about indoor air quality and health and wellness. The indoor air quality monitoring solution for education that drives performance, productivity and building health and has been show to:

- » 50% - Increase employee productivity via increased ventilation
- » 35% - Lower absence rate with healthy indoor air
- » 79% - Energy savings when incorporated with HVAC controls



### WHY MONITOR INDOOR AIR QUALITY?

- » Protects employee's health and boost productivity with optimal IAQ
- » Improves the buildings environment with continuous monitoring
- » Builds trust with shareable accurate IAQ data
- » Increases building efficiency by using ventilation effectively

### WHAT DOES AWAIR MEASURE?

1. Temperature – Cold Temperatures suppress the immune system and aid the spread of viruses
2. Humidity – Too much or too little moisture leads to cold and flu-like symptoms and creates the risk of toxic mold
3. CO2 – Indoor exposure to carbon dioxide can impair performance and decision making
4. Fine Dust – Fine dust can travel deeply into your lungs and trigger health problems such as asthma and allergies
5. Toxic Volatile Organic Compounds (TVOCs) – TVOC's found in everyday materials can cause skin and respiratory irritation
6. Light – Influences productivity and health. Used to create healthier environment and improve energy savings
7. Noise – Can negatively impact cognition, mood, and productivity

### WHY USE AWAIR?

- » Scaled to fit – Flexes to meet your space no matter how big or small
- » Real time – The Awair dashboard displays real time IAQ data across all monitors. The data can be trended historically and utilized for troubleshooting.
- » Certified – Devices can be used to achieve WELL, LEED, RESET and Fitwel certifications
- » Goals – Promotes health and wellness and reduces energy consumption
- » Cost savings
- » Data security – Industry-accredited security and policies
- » Reporting – Weekly reports with air quality insights

### WARRANTY

One year standard warranty.

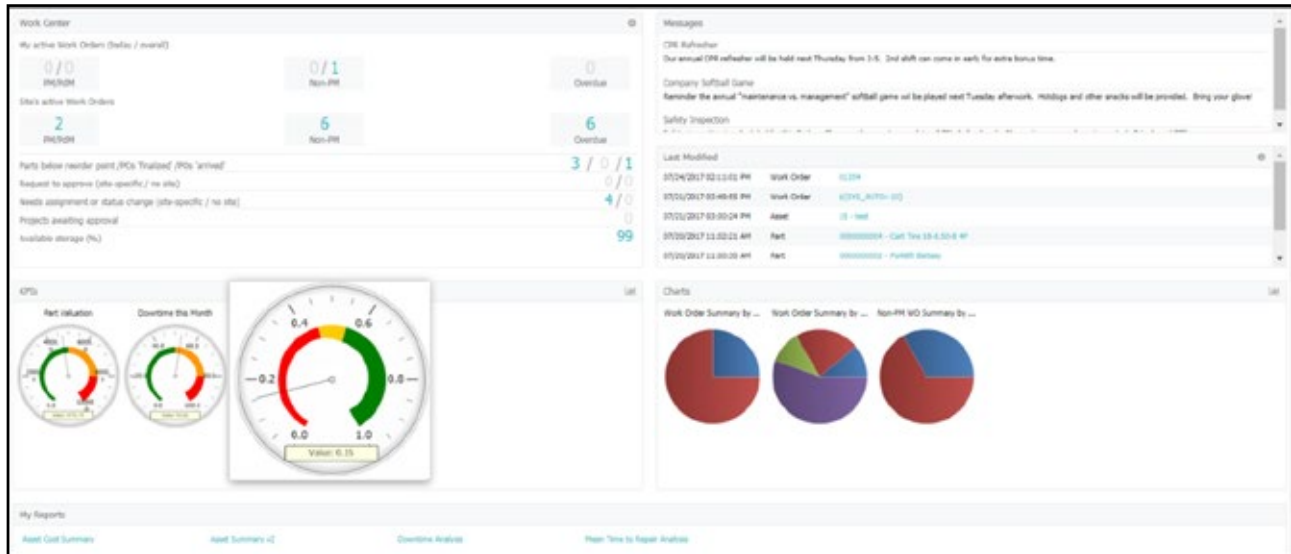


# TECHNOLOGY & REPORTING

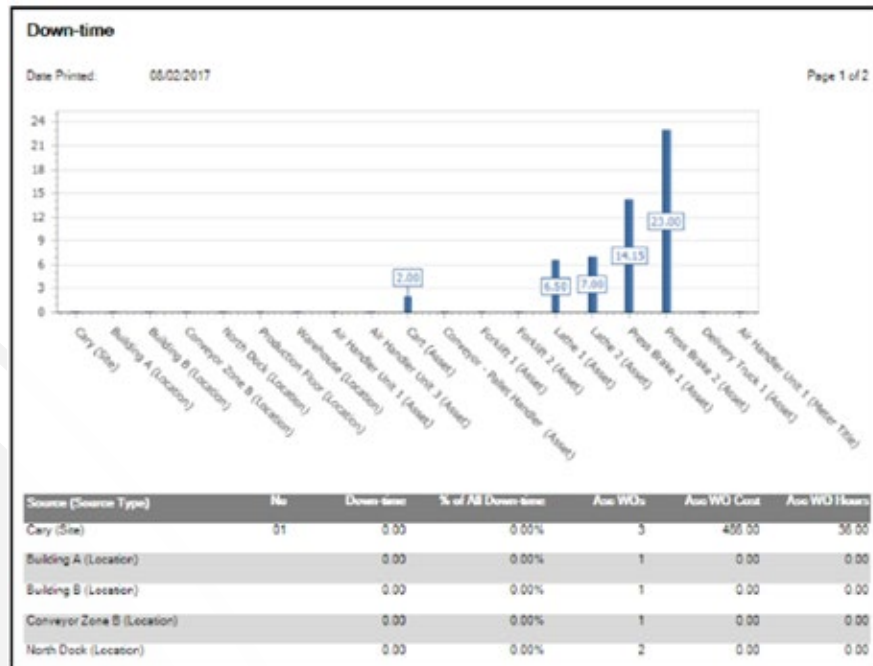
## TD'S CMMS SYSTEM

TD uses the **Brightly** product Asset Essentials as its CMMS program. The Asset Essentials program is a web-based platform that enables users to track the progress of all maintenance activities, manage equipment uptime and reliability, increase productivity, and streamline operations. The Asset Essentials Requester Module allows users across the enterprise to enter and review work orders from any web enabled computer or device. Asset Essentials provides a mobile app which allows users to review and update data while in the field maximizing productivity. Management can use customizable dashboards and reports to stay on top of a Project's work status. Bar coding technology plays a key role in the asset management features of the program.

Dashboard



Report Sample



## Report Sample



## PREDICTIVE & PREVENTIVE MAINTENANCE CAPABILITIES

The Asset Essentials program includes both predictive and preventive maintenance technologies. The predictive feature tracks runtimes, cycles, and readings all which can be reported over to assist in managing downtime and capital planning. The preventive maintenance scheduling feature can be schedule or meter based and can include predefined tasks to ensure proper compliance with manufacturer or corporate specifications.

# EMERGENCY RESPONSE PLANS

For each assignment TD designs a disaster recovery plan that protects our Partners, our Customers, and the communities we live in. TD is committed to protecting people first and property second with safety always being our number one concern. The following is a template of TD's disaster recovery plan in case of an emergency:

## 48 HOURS PRIOR TO AN EVENT OR AS SOON AS PRACTICAL:

- » Contacts Customers with critical services
- » Communicates to Customers our emergency information
- » Contacts vendors to let them know your plan
- » Print out Client contact information
- » Allow time for Partners to prepare their homes
- » Other internal preparations are also simultaneously happening at that geography's home base.
- » Facility site is photographed
- » Secure/store loose material and tools
- » Stop any new tasks from beginning
- » Check batteries on flashlights and radios
- » Move plans and other important documents to high ground
- » Postpone all deliveries for at least 2 days after the event is scheduled to hit
- » Assign Key personnel to execute special functions after the event
- » Stock enough water supply for several days
- » Secure any hazardous materials
- » Fill all fuel tanks in vehicles
- » Keep in contact with Region 10 ESC personnel

## AFTER THE EVENT:

- » After the event has passed, all Partners must contact their direct supervisors with location and best contact information.
- » After the event passes, each of the Customers will be contacted by the designated predetermined manager. Priority response can be focused on those most in need, as well as the Customer who before the event specifically request that TD's technicians be dispatched to their businesses immediately following the event.
- » Should an issue have occurred at a Customer's location, they will be informed by a technician will be on the way once the event has concluded.

TD will ensure that our emergency preparedness plan aligns with Region 10 ESC needs and requirements.

# TD'S QA/QC PLAN

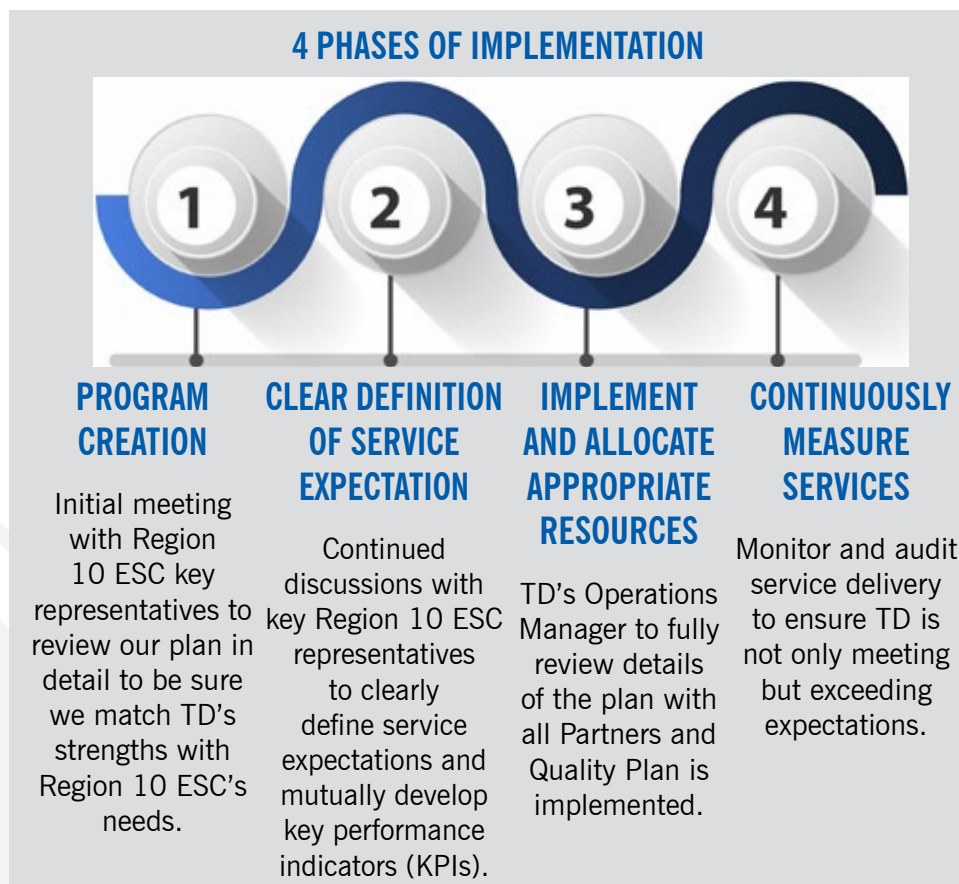
To ensure TD is performing to the contract, we will implement a Quality Assurance/Quality Control program. The QA/QC program will be performed by both the onsite and TD Corporate team. The onsite Project Manager will be responsible for monthly QA/QC reviews of the entire project. Quarterly QA/QC checks will be performed by an offsite TD Operation Manager with additional QA/QC checks performed by TD's facilities operations leadership. Additionally, periodic customer surveys will be sent out to Region 10 ESC for their evaluation of TD's performance. Listed below is TD's QA/QC program and an example of the customer survey.

## INSPECTION PROCEDURE AND TOOLS

The onsite Project Manager ensures all areas of service are inspected in accordance with approved standards and schedules. TDIndustries has inspection checklists for each functional area. We ensure that the inspections and validation of customer complaints are responded to and dealt with timely and efficiently.

- » Audit Method 1 Periodic/Random Sampling of completed work orders
- » Audit Method 2 Informal Unscheduled Inspection impromptu evaluations by PM
- » Audit Method 3 All complaints are responded to promptly, investigated, and documented.

The primary goal of our quality assurance program is to prevent deficiencies; the secondary goal is to correct any that occur despite our efforts to the contrary. After completion of the audit, the Operations Manager meets with the on-site Project Manager to discuss the items that meet or exceed the quality standard measurement criteria. Any deficient items that need to be brought back to full standard are discussed. Action items are clearly defined, and priority levels are assigned to each action item. TD's detailed QA/QC plan can be given to Region 10 upon request.



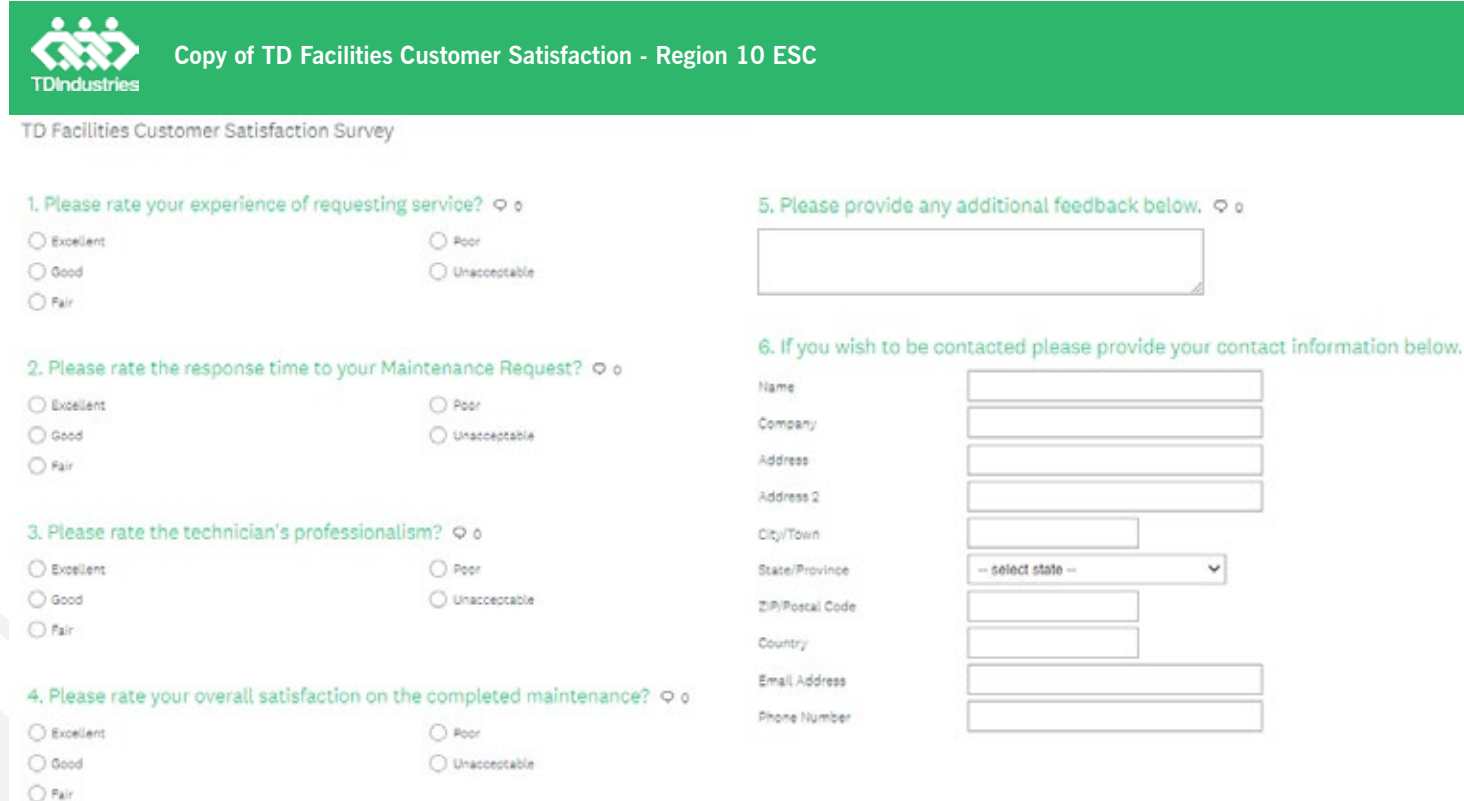
## CUSTOMER COMPLAINT RESOLUTION

The Account Manager will establish and maintain the system for tracking customer complaints in the CMMS. The Account Manager is authorized to take all corrective measures to maintain and enhance the project's relationship to customers.

When a customer complaint is received, it will be logged into the CMMS and tracked until it is resolved. The Account Manager and the affected supervisor will meet with the customer to review the complaint and to obtain additional information. The Account Manager will issue a project-generated work order to resolve the immediate circumstance. There will be 100% inspection when the correction is completed.

The Account Manager will also develop a more permanent corrective action plan. This may involve additional training of the personnel involved in the complaint, changes to project procedures and practices, changes to equipment, and reassignment of personnel, depending on the nature of the complaint. The Account Manager has full authority to resolve each complaint and to take action to prevent a re-occurrence. Each customer complaint and the corrective action will be reviewed by the corporate office. Corporate staff may contact the customer to verify that the issue has been resolved.

## CUSTOMER SURVEY EXAMPLES



**TD Industries** Copy of TD Facilities Customer Satisfaction - Region 10 ESC

TD Facilities Customer Satisfaction Survey

1. Please rate your experience of requesting service?

Excellent  Poor  
 Good  Unacceptable  
 Fair

2. Please rate the response time to your Maintenance Request?

Excellent  Poor  
 Good  Unacceptable  
 Fair

3. Please rate the technician's professionalism?

Excellent  Poor  
 Good  Unacceptable  
 Fair

4. Please rate your overall satisfaction on the completed maintenance?

Excellent  Poor  
 Good  Unacceptable  
 Fair

5. Please provide any additional feedback below.

6. If you wish to be contacted please provide your contact information below.

Name

Company

Address

Address 2

City/Town

State/Province

ZIP/Postal Code

Country

Email Address

Phone Number

## ACCOUNTABILITY AND CONTINUOUS IMPROVEMENT

Our Resident Manager will implement TD's QA/QC program, which includes the following:

- » Clearly defined service levels
- » Establishment of meaningful key process indicators (KPIs) measurement criteria
- » Historical trend analysis and process reviews
- » Customer satisfaction surveys and reporting
- » Recurring audits and inspections to assess the quality of work being performed
- » Training and reporting of process improvements and their impact

**Records and Metrics:** We employ a variety of performance measurement tools such as scorecards that report TD performance vs. the metrics and KPIs established with our Customers. We establish the performance outcomes that are required, determine the performance levels that represents compliance, and tie that to a quantifiable result once the KPIs are established, we report and review these with our Customers on a regular basis.

Mechanisms that we commonly use to track performance include:

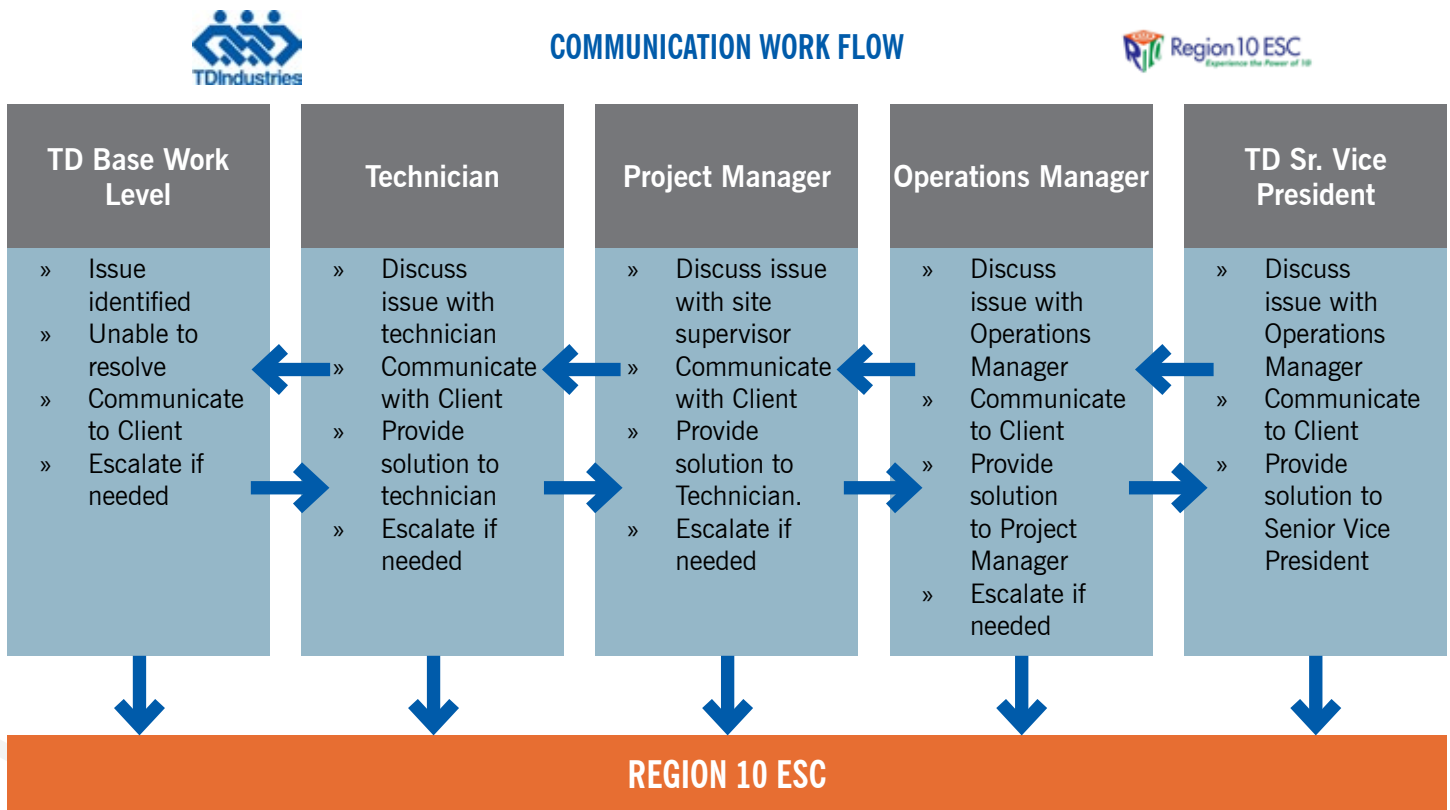
- » Customer Survey Results
- » Monthly Operating Reports, including training summaries, staff turnover statistics, etc.
- » System Uptime Performance
- » Action Agendas, listing TD deliverables and deadlines
- » Preventive Maintenance Reports, Preventive Maintenance tasks scheduled vs. completed, Weekly Work Order Priority Reports
- » Cost Reduction Opportunities, including recommendations with business case support and payback analysis
- » Inspection Reports and Trend Analysis

# COMMUNICATION PLAN

## INTERNAL COMMUNICATION - EXTERNAL COMMUNICATION

TD's success is based on establishing and maintaining close working relationships with its Clients. An important element of this is effective communications between TD leadership and Region 10 ESC representatives. To accomplish this, we will provide the designated Region 10 ESC personnel with the office telephone, cell phone, and personal phone numbers of the Project Manager.

The Project Manager and Operations Manager will work closely with Region 10 ESC representatives to ensure that Project operations do not interfere with Region 10 ESC operations. We have developed a communication work flow for use on the Region 10 ESC Project which is reflected below:



# APPENDIX

## CITY OF DALLAS INDOOR AIR QUALITY CASE STUDY

CASE STUDY

# City of Dallas Uses Federal Funds to Upgrade Indoor Air Quality

**TD INDUSTRIES FACILITIES PROVIDES HVAC SYSTEM DESIGN, UPGRADES AND PLANNED MAINTENANCE**



Photo Courtesy of University of Texas

### Why TDIndustries?

- MEP design, construction and equipment maintenance and operations are TDIndustries' core business.
- Solutions engineered to fit your long-term needs in a strategic, phased approach to work with your budget.
- We design long-term indoor air quality and HVAC system solutions that reflect ASHRAE best practices.
- Prenegotiated cooperative agreements provide ongoing customer discounts.

### Challenges

### TD Solutions

Allocation and utilization of federal funding	Cooperative partnerships throughout the Southwest
Meet funding deadlines	Experienced Facilities techs based across Arizona and Texas
Aging equipment and infrastructure	Core mechanical design and construction expertise
Unit changeouts needed	Expertise to replace 15+ year old or R22 units
False starts, slow progress	<b>75+</b> 75+ years of excellence and ability to meet deadlines

*“The TD Engineering Team recommendations for Indoor Air Quality (IAQ) improvements are based on engineering knowledge, project experience and utilization of Subject Matter Expert recommendations from organizations such as The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE).”*

— Jeff Farley, TD's lead Senior Mechanical Engineer on the project

### Dallas IAQ Upgrades

**What:** Update Indoor Air Quality in 60+ City of Dallas buildings (6.7+ million sq. ft.) using federal COVID-19 funds and resources by phased federal deadlines, the first in September 2022

**How:** Government-preferred Cooperatives work with you and TDIndustries to make approved updates to HVAC, mechanical equipment using federal funds







TDIndustries was tasked with providing Indoor Air Quality (IAQ) Services to the City of Dallas during the peak of COVID-19. To embrace this challenge, TD utilized a variety of methods.

### Working with Cooperatives

The federal government advises using a cooperative for federal funds. A co-op allows our client to procure services without going out to RFP with pre-approved quality assurance and group procurement discounts.

**How:** The co-op provides publicly procured, competitively solicited contracts for a wide array of products and services. It establishes master agreements based on rigorous and transparent competitive solicitations conducted in accordance with public procurement guidelines.

**Client benefit:** Lower total costs. Cooperatives' specifications are designed to reduce the total resources (in both hard and soft costs) that its members expend from procurement and acquisition to delivery, payment and ongoing service.

### Phased Design

Once Facilities services were procured through the co-op, TD's in-house licensed mechanical engineers assisted in a phased design. This allowed TD to prioritize high-impact areas and allocate spending in a structured approach. Using ASHRAE IAQ standards, TD engineers assessed mechanical system features to identify high-impact areas for improvement.

### Results

TDIndustries Dallas Facilities team provided IAQ improvements across **6.7 million sq. ft.** of City of Dallas properties.

City of Dallas 60+ properties include:

<b>40+ Fire Stations</b>	<b>5+ Municipal Buildings</b>
<b>6+ Police Stations</b>	<b>5+ Recreation Centers</b>
<b>10+ Libraries</b>	<b>and More</b>

This was all accomplished using federal funding via a cooperative.

### Prioritized Allocated Spending

**PHASE I**  
Assessment

**PHASE II**  
Design Minimums

**PHASE II**  
Unit Upgrades and/or Changeouts

**PHASE IV**  
Continued Maintenance

Cooperative partnerships | Professional engineers | Efficient performance | Trusted adviser | Exceptional 24/7 support

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# DENTON ISD ENERGY MANAGEMENT CASE STUDY

## BACKGROUND

Located about 30 miles north of Dallas-Fort Worth, Denton ISD is one of the fastest growing school districts in the nation. Since 2007, Denton ISD has grown its campus space from 3.5 million square feet to more than 6 million square feet. With 45 schools and educational facilities, the school district has counted on TDIndustries to maintain and operate its facilities for 21 years.

## CHALLENGES

Denton ISD's growth has been great for development, but it also has come with growing pains. With greater square footage comes greater energy usage. The district quickly became overwhelmed with its manual monitoring methods.

The school district was also challenged with keeping up with the regular maintenance across 6 million square feet. Quickly falling behind on performance and response time, a new solution was required.

## SOLUTIONS

TDIndustries provided several ways to combat these challenges:

**Self-Performance** - As the district grew, TD's commitment did as well. TD flexed its labor and monitoring services to adequately fit the district's growing needs. With trained, onsite maintenance personnel, TD could control costs more efficiently than relying on offsite service agreements.

**Energy Monitoring Services** - Using a comprehensive energy management program, TD automated the energy usage data and easily identified potential savings, problematic outliers, and improvements.

**CMMS System** - By effectively utilizing a computerized maintenance management system (CMMS), TD preserves a database of every system throughout the district's facilities and tracks the progress of all maintenance activities. This system helps TD's team identify when equipment isn't performing correctly, when to perform preventative maintenance, and when to recommend capital improvement projects.

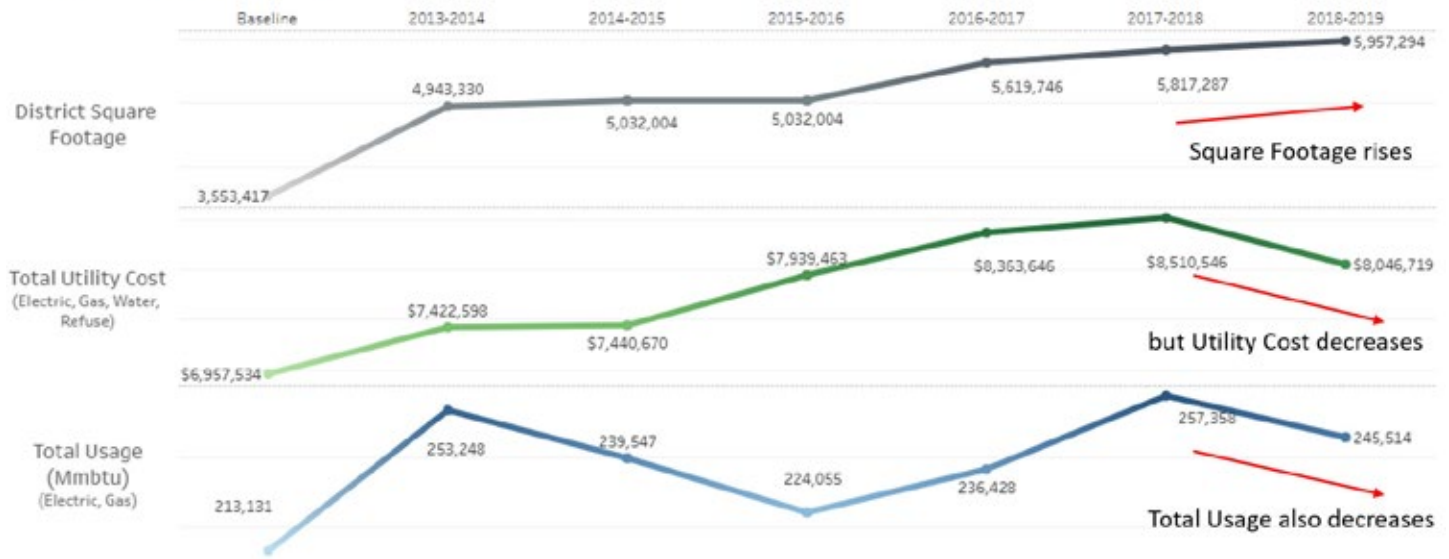
## RESULTS

In 2018, TDIndustries saved Denton ISD approximately \$464,000 in utility bill savings – enough to hire four additional teachers. As shown in the chart below, although total square footage in the district rose, utility costs and total energy decreased. Based on this data, TD could help reduce SMU's total utility costs and energy usage by approximately 33% from year-to-year.



Facility Size: 4,300,000 SF // Customer Since: July 2001

## Utility Performance Trends



Beyond energy monitoring, TD's effective use of its CMMS system and defined program of maintenance has helped extend HVAC useful life-cycle by an average of 32%. By executing preventative maintenance on these assets over time, TD has extended the typical life of an HVAC unit (15 years) to an average of 19 years. The findings are shown in the chart below.

AVERAGE LIFE	USEFUL LIFE	EXTENDED LIFE (YRS)	EXTENDED LIFE (%)
19.87	15*	4.87	32.44%

\*ASHRAE Standard Useful Life

These statistics show the benefits of partnering with a trusted facilities partner over a long period of time. By utilizing its resources, such as talent and technology, TD has produced results which have had a direct impact on the school district's Operations & Maintenance budget.

## MOST RECENT AUDITED FINANCIAL STATEMENT (2020)

Due to a delay from enforcing a new ERP system last year, TDIndustries' 2021 financial statements are currently under audit and are expected to be available by the end of June 2022.



**Consolidated Financial Statements  
(With Independent Auditor's Report Thereon)**

**Years Ended  
December 31, 2020 and 2019**



*At the Heart of Your Building*

**TD INDUSTRIES, INC. AND SUBSIDIARIES**  
Dallas, Texas

**CONSOLIDATED FINANCIAL STATEMENTS**  
December 31, 2020 and 2019

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## INDEPENDENT AUDITOR'S REPORT

Board of Directors, Stockholders, and Audit Committee  
TDIndustries, Inc. and Subsidiaries  
Dallas, Texas

### **Report on the Financial Statements**

We have audited the accompanying consolidated financial statements of TDIndustries, Inc. and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2020 and 2019, and the related consolidated statements of operations, changes in equity, and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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(Continued)

**Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of TDIndustries, Inc. and Subsidiaries as of December 31, 2020 and 2019, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Crowe LLP

Crowe LLP

Dallas, Texas  
April 16, 2021

TD INDUSTRIES, INC. AND SUBSIDIARIES  
CONSOLIDATED BALANCE SHEETS  
December 31, 2020 and 2019

<u>ASSETS</u>	<u>2020</u>	<u>2019</u>
Current assets:		
Cash and cash equivalents	\$ 64,709,638	\$ 56,708,069
Restricted cash	4,946,861	4,827,846
Trade accounts receivable, net of allowance for doubtful accounts of \$1,718,107 in 2020 and \$1,484,531 in 2019	104,203,736	127,086,697
Contract assets	51,473,661	51,731,963
Inventories – equipment and parts	2,447,252	2,907,848
Other current assets	6,865,873	5,138,959
Total current assets	<u>234,647,021</u>	<u>248,401,382</u>
Property, buildings, and equipment, net	56,671,447	39,888,360
Other assets	<u>12,114,786</u>	<u>10,953,719</u>
Total assets	<u>\$ 303,433,254</u>	<u>\$ 299,243,461</u>
<u>LIABILITIES AND EQUITY</u>		
Current liabilities:		
Current portion of long-term debt	\$ 533,336	\$ 533,336
Trade accounts payable	35,267,954	35,508,312
Accrued compensation	29,257,145	29,455,276
Accrued taxes, other than on income	7,557,385	4,888,616
Other accrued liabilities	13,745,247	14,989,545
Contract liabilities	41,780,070	42,533,764
Total current liabilities	<u>128,141,137</u>	<u>127,908,849</u>
Long-term liabilities:		
Long-term debt, less current portion	5,466,654	5,999,990
Liability to Company benefit plans	43,801,242	43,916,924
Other long term liabilities	4,042,134	-
Total long-term liabilities	<u>53,310,030</u>	<u>49,916,914</u>
Commitments and contingent liabilities		
Stockholders' equity:		
Common stock, \$10 par value per share; 1,000,000 shares authorized; 650,244 shares issued in 2020 and 2019; 366,693 and 397,503 shares outstanding in 2020 and 2019, respectively	6,502,440	6,502,440
Retained earnings	167,569,080	149,348,047
Treasury stock of 283,551 shares in 2020 and 252,741 shares in 2019, at cost	(52,089,433)	(34,432,789)
Total stockholders' equity	<u>121,982,087</u>	<u>121,417,698</u>
Total liabilities and equity	<u>\$ 303,433,254</u>	<u>\$ 299,243,461</u>

See accompanying notes to consolidated financial statements.



TDINDUSTRIES, INC. AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF OPERATIONS  
Years ended December 31, 2020 and 2019

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	<u>2020</u>	<u>2019</u>
Revenues	\$ 625,309,717	\$ 694,507,809
Cost of revenues	<u>527,544,044</u>	<u>599,731,206</u>
Gross profit	97,765,673	94,776,603
Selling, general, and administrative expenses	74,995,099	69,726,201
Contributions to benefit plans	<u>8,941,872</u>	<u>13,944,778</u>
Income from operations	<u>13,828,702</u>	<u>11,105,624</u>
Other income (expense):		
Interest and other income	553,145	1,539,098
Interest expense	<u>(749,327)</u>	<u>(601,037)</u>
	<u>(196,182)</u>	<u>938,061</u>
Net income available to TDIndustries, Inc. common stockholders	<u>\$ 13,632,520</u>	<u>\$ 12,043,685</u>

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See accompanying notes to consolidated financial statements.

**TDINDUSTRIES, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY**  
Years ended December 31, 2020 and 2019

	Common Stock		Retained Earnings	Treasury Stock		Noncontrolling Interest
	Shares	Amount		Shares	Amount	
Balance at January 1, 2019	650,244	\$ 6,502,440	\$ 133,127,027	245,240	\$ (27,457,571)	\$
Treasury stock issued to the Retirement Plan (7,580 shares at \$291.37/share and 4,596 shares at \$332.02/share)	-	-	2,156,418	(12,176)	1,578,131	
Treasury stock issued to the Supplemental ESOP term employees (8,016 shares at \$80.00/share)	-	-	2,020,917	(8,016)	641,280	
Treasury stock repurchased from the Supplemental ESOP term employees (8,016 shares at \$332.02/share)	-	-	-	8,016	(2,661,472)	
Treasury stock purchased from the Retirement Plan (19,677 shares at \$332.02/share)	-	-	-	19,677	(6,533,157)	
Net income	-	-	12,043,685	-	-	
Distribution to noncontrolling interest and joint venture partner	-	-	-	-	-	
Balance at December 31, 2019	650,244	\$ 6,502,440	\$ 149,348,047	252,741	\$ (34,432,789)	\$
Treasury stock issued to the Retirement Plan (5,596 shares at \$332.02/share and 3,764 shares at \$409.99/share)	-	-	1,919,815	(9,360)	1,481,371	
Treasury stock issued to the Supplemental ESOP term employees (8,340 shares at \$90.00/share)	-	-	2,668,698	(8,340)	750,600	
Treasury stock repurchased from the Supplemental ESOP term employees (8,340 shares at \$409.99/share)	-	-	-	8,340	(3,419,317)	
Treasury stock purchased from the Retirement Plan (40,170 shares at \$409.99/share)	-	-	-	40,170	(16,469,298)	
Net income	-	-	13,632,520	-	-	
Balance at December 31, 2020	<u>650,244</u>	<u>\$ 6,502,440</u>	<u>\$ 167,569,080</u>	<u>283,551</u>	<u>\$ (52,089,433)</u>	<u>\$</u>

See accompanying notes to consolidated financial statements.



TDINDUSTRIES, INC. AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
Years ended December 31, 2020 and 2019

	<b>2020</b>	<b>2019</b>
<b>Cash flows from operating activities:</b>		
Net income	\$ 13,632,520	\$ 12,043,685
Adjustments to reconcile net income to net cash from operating activities:		
Depreciation	7,478,261	6,555,771
Contributions to Company benefit plans	6,704,802	12,335,673
Gain on disposal of property	(124,064)	(176,869)
Change in operating assets and liabilities:		
Trade accounts receivable, net	22,882,961	(4,200,724)
Contract assets	258,302	(3,106,598)
Inventories	460,596	267,209
Other current assets	(1,917,218)	(1,530,983)
Trade accounts payable	(240,358)	(11,009,703)
Accrued compensation	(198,131)	(891,648)
Accrued taxes, other than on income	2,668,769	1,285,658
Other accrued liabilities	(1,244,298)	2,971,755
Contract liabilities	(753,694)	1,966,766
Other long term liabilities	4,042,134	-
Net cash from operating activities	53,650,582	16,509,992
<b>Cash flows from investing activities:</b>		
Purchase of property, buildings, and equipment	(24,254,914)	(12,787,402)
Proceeds from sale of property, buildings, and equipment	117,630	208,298
Purchase of investment securities	(2,165,186)	(2,384,478)
Sale of investment securities	2,355,490	2,297,833
Change in other assets	(1,161,067)	(1,235,198)
Net cash from investing activities	(25,108,047)	(13,900,947)
<b>Cash flows from financing activities:</b>		
Repayment of long-term debt	(533,336)	(533,336)
Borrowings under line of credit	14,800,000	-
Repayment on line of credit	(14,800,000)	-
Purchase of treasury stock	(19,888,615)	(9,194,629)
Distribution paid to noncontrolling interest	-	(50,000)
Net cash from financing activities	(20,421,951)	(9,777,965)
Net change in cash, cash equivalents, and restricted cash at end of year	8,120,584	(7,168,920)
Balance in cash, cash equivalents, and restricted cash at beginning of year	61,535,915	68,704,835
<b>Balance in cash, cash equivalents, and restricted cash at end of year</b>	<b>\$ 69,656,499</b>	<b>\$ 61,535,915</b>
<b>Supplemental disclosures of cash flow information:</b>		
Interest paid	\$ 625,250	\$ 476,960

See accompanying notes to consolidated financial statements.

TDINDUSTRIES, INC. AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
December 31, 2020 and 2019

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Nature of Operations – TDIndustries, Inc. (“TD”) and its majority-owned subsidiaries (individually and collectively, the “Company”) operate in one industry segment and are primarily engaged in the installation and servicing of air conditioning, heating, plumbing, and electrical systems in commercial buildings. All of the Company’s operations take place in the United States and most of that business occurs in Texas. The Company is a Texas corporation.

Basis of Presentation – The consolidated financial statements include the accounts of TD and its majority-owned subsidiaries (see Note 9). All significant intercompany transactions have been eliminated in consolidation. For those consolidated subsidiaries in which the Company’s ownership is less than 100%, the outside shareholders’ interests are shown as noncontrolling interests.

Basis of Accounting – The consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States of America (“US GAAP”) for the periods presented and include the accounts of the Company.

Use of Estimates – The preparation of consolidated financial statements under US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. Significant estimates inherent in the accompanying consolidated financial statements include the fair value of common stock, valuation of investments, useful lives of fixed assets, allowance for doubtful accounts, and estimated costs on uncompleted contracts.

Cash, Cash Equivalents, and Restricted Cash – Cash and cash equivalents includes short-term, highly liquid investments with original maturities of 90 days or less at the date of purchase. Securities with maturities beyond 90 days are classified as marketable securities within other current and noncurrent assets. The Company maintains cash balances at several financial institutions in excess of the insurance limits provided by the Federal Deposit Insurance Corporation. Cash and cash equivalents classified as restricted cash on the consolidated balance sheets are restricted to withdrawal or use under the terms of a contractual agreement. Restricted cash includes amounts held in an escrow account related to anticipated Company contributions to employee benefit plans. The following is a summary of cash, cash equivalents, and restricted cash total as presented in the consolidated statements of cash flows for the years ended December 31:

	<u>2020</u>	<u>2019</u>
Cash and cash equivalents	\$ 64,709,638	\$ 56,708,069
Restricted cash	<u>4,946,861</u>	<u>4,827,846</u>
Total cash, cash equivalents, and restricted cash	<u>\$ 69,656,499</u>	<u>\$ 61,535,915</u>

Trade Accounts Receivable – Trade accounts receivable are based on amounts billed to customers. The Company establishes allowances against accounts receivable for potentially uncollectible amounts. The Company estimates necessary allowances based on its analysis of customers’ outstanding receivables at the individual invoice level, the customers’ payment history, and any other known factors concerning their current financial condition and ability to pay. Concentrations of credit risk with respect to trade receivables are limited due to the large number of customers comprising the Company’s customer base and its dispersions across many different industries and geographies.

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(Continued)

TD INDUSTRIES, INC. AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
December 31, 2020 and 2019

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Revenue Recognition – Revenues on all of the Company's heating, air conditioning, plumbing, and electrical installation contracts for residential and commercial buildings are recognized on the percentage-of-completion method in the ratio that total incurred costs bear to total estimated costs. Revenues on long-term service-related contracts are recognized over the life of the contract. Revenues from service maintenance contracts are recognized over time as the customer simultaneously receives and consumes the benefits of the Company's performance as it performs the service.

The Company recognizes revenue from contracts with customers when (or as) control of the promised goods or services transfers to the customer, which is primarily achieved over time. A good or service is considered to be transferred when the customer obtains control. For the Company's construction contracts, revenue is generally recognized over time as the Company's performance creates or enhances an asset that the customer controls as it is created or enhanced. Revenue is recorded at the amount of consideration the Company expects to be entitled to in exchange for the delivered goods or services. For more information about the Company's revenue from contracts with customers, refer to Note 2.

Concentration of Credit Risk – At December 31, 2020, there were no customers who represented 10% or more of the Company's revenues or represented 10% or more of the Company's total accounts receivable and retainage receivables. At December 31, 2019, one customer represented 10% or more of the Company's revenues totaling \$108,630,650, and one customer represented 10% or more of the Company's total accounts receivable and retainage receivables totaling \$18,250,737.

Inventories – Inventories are stated at the lower of cost or net realizable value. Cost is determined principally by the weighted average method for all inventories.

Joint Ventures – The Company forms joint ventures with unrelated third parties for the execution of single projects, which dissolve upon the completion of the project. The Company assesses its joint ventures at inception to determine if any meet the qualifications of a variable interest entity ("VIE"). The Company's joint ventures are considered VIEs if their investment does not have (1) sufficient equity at risk for the joint venture to finance its activities without additional subordinated financial support, or (2) as a group, the holders of the equity investment at risk do not have either the power, through voting or similar rights, to direct the activities of the legal entity that most significantly impact the entity's economic performance, or (3) the obligation to absorb the expected losses of the joint venture or the right to receive expected residual returns of the joint venture. If the joint venture is a VIE and the Company is considered the primary beneficiary with a controlling interest, the joint venture is fully consolidated. Where the Company does not have the controlling interest in the VIE or is not considered the primary beneficiary, the Company recognizes its proportionate share of revenue, cost, and profit.

Marketable Securities – Marketable securities consist of fixed income securities, Exchange Traded Funds, and equities. The fixed income securities consist mostly of high quality US based securities and a small amount of high yield securities. The equities are income-producing stocks of high quality. These securities are classified as trading securities and are reported at fair value based on quoted prices in active markets. Net realized and unrealized gains and losses on trading securities are included in other income (expense). These investments are classified as Level 1 securities within the fair value hierarchy, as described in Note 10. Current marketable securities of \$3,373,344 and \$3,182,051 are reported in other current assets as of December 31, 2020 and 2019, respectively. There are no non-current marketable securities as of December 31, 2020 and 2019.

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(Continued)

TDINDUSTRIES, INC. AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
December 31, 2020 and 2019

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Depreciation – Depreciation of property, buildings, and equipment is calculated using the straight-line method. Leasehold improvements are depreciated over the life of the lease or estimated useful life of the improvements, whichever is less. Estimated useful lives used in computing depreciation are:

	<u>Years</u>
Buildings and improvements	5 to 20
Furniture and fixtures	5 to 7
Tools and equipment	3 to 10
Vehicles	3 to 5
Leasehold improvements	2 to 10

Impairment of Long-Lived Assets and Long-Lived Assets to Be Disposed – The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate the carrying amount of such assets may not be recoverable. Recoverability of these assets is determined by comparing the forecasted undiscounted net cash flows of the operations to which the assets relate to their carrying amount. If the operation is determined to be unable to recover the carrying amount of its assets, then the assets are written down to fair value. Fair value is determined based on discounted cash flows or appraised values, depending upon the nature of the assets. The Company incurred no impairments in 2020 or 2019.

Fair Value of Common Stock – Since there is no established public trading market for the Company's common stock, the fair value of the stock is determined by management with the assistance of an outside independent appraiser. The appraisal is done at least annually and more often if deemed necessary. The most recent appraisal was done as of December 31, 2020 and valued the stock at \$437.15 per share. The Company has no present intention of establishing a public trading market for its stock.

Employee Stock Ownership Plans – Substantially all employees of the Company become eligible for participation in the TDIndustries, Inc. 401(k)/ESOP Retirement Plan (Retirement Plan) upon becoming an employee of the Company. Participation in the Retirement Plan is on a voluntary basis and employee contributions to the Retirement Plan are made through payroll deductions. The Company also has a supplemental ESOP for certain highly compensated employees and an excess benefit ESOP for certain non-highly compensated employees who are limited by law from fully investing in the Company's Retirement Plan. The ESOP component of the Retirement Plan, the supplemental ESOP, and the excess benefit ESOP are hereafter referred to as the ESOP Plans.

Company contributions to the ESOP Plans are discretionary and established by the Board of Directors on a yearly basis. For 2020 and 2019, the Board established the Company's contribution to the ESOP Plans to generally be 15% of the Company's income before federal income tax and before computation of the Company's ESOP and 401(k) savings plan contributions. Accordingly, the Company recognized \$3,561,241 and \$3,898,279 as an expense within contributions to benefit plans in 2020 and 2019, respectively. As of December 31, 2020 and 2019 the Company has \$3,025,596 and \$3,401,250 related to the Retirement Plan and \$360,626 and \$497,029 related to the supplemental ESOP for 2020 and 2019, respectively, reported on the consolidated balance sheets as a liability to Company benefit plans.

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(Continued)

TD INDUSTRIES, INC. AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
December 31, 2020 and 2019

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

The Company's year-end contribution to the ESOP Plans will be primarily in Company common stock. During 2021, the Company will transfer 8,038 shares of common stock to the custodians of the ESOP Plans to satisfy the balance of the 2020 expense. Pursuant to the actions of the Board, 4,688 shares will transfer at the December 31, 2019 fair value of \$409.99 per share and 3,350 shares will transfer at the December 31, 2020 fair value of \$437.15 per share. Contributions for the years ended December 31, 2020 and 2019 did not exceed the maximum amounts allowed by law for the ESOP Plans. The total number of shares allocated to the ESOP component of the Retirement Plan at December 31, 2020 and 2019 were 366,593 and 397,403, respectively. At December 31, 2020 and 2019, 73,432 and 78,853 treasury shares, respectively, are designated to satisfy obligations relating to the Company's supplemental and excess benefit ESOP plans. At December 31, 2020 and 2019, there was a receivable due to the Company from the Retirement Plan in the amount of \$426,260 and \$1,362,274, respectively.

Both the excess benefit ESOP and the supplemental ESOP are included in liability to Company benefit plans and are subject to adjustment for changes in the fair value of the Company's stock.

The plan documents associated with the excess benefit ESOP and the supplemental ESOP require only that the Company meet its obligations in the form of Company stock. There are no put rights associated with the Company stock. Therefore, although the Company may choose to, the Company is not required to buy back the stock associated with the excess benefit ESOP and the supplemental ESOP.

As of December 31, 2020 and 2019, the excess benefit ESOP obligation was \$537,455 and \$721,655, respectively, and is included in liability to Company benefit plans. Adjusting the 1,221 and 1,751 excess benefit ESOP shares at December 31, 2020 and 2019 to their fair market value (\$437.15 and \$409.99 per share at December 31, 2020 and 2019, respectively), resulted in an increase in recorded expense of \$33,163 and \$136,541, respectively.

As of December 31, 2020 and 2019, the supplemental ESOP obligation was \$31,523,342 and \$31,946,490, respectively, and is included in liability to Company benefit plans. Adjusting the 72,211 and 77,102 supplemental ESOP shares at December 31, 2020 and 2019 to their fair market value (\$437.15 and \$409.99 per share at December 31, 2020 and 2019, respectively), resulted in an increase in recorded expense of \$1,961,246 and \$6,011,679, respectively.

401(k) and Savings Plans – Participation in the 401(k) component of the Retirement Plan is on a voluntary basis and employee contributions to the 401(k) are made through payroll deductions. The Company also has a non-qualified supplemental Savings Plan for certain highly compensated employees who are not eligible to participate in the 401(k) Plan. The assets and liabilities of the supplemental Savings Plan are included in the accompanying consolidated balance sheets. The assets attributed to the supplemental Savings Plan are subject to the rights of third-party creditors. The 401(k) component of the Retirement Plan, and the supplemental Savings Plan, are hereafter referred to as the 401(k) and Savings Plans.

Company contributions (which may be in cash or other property) to the 401(k) and Savings Plans are discretionary and established by the Board of Directors on a yearly basis. For 2020 and 2019, the Board established the Company's cash contribution to the 401(k) and Savings Plans to generally be 15% of the Company's income before federal income tax and before computation of the Company's ESOP and 401(k) Plan contributions. Accordingly, the Company recognized \$3,386,222 and \$3,898,279 in expense in 2020 and 2019, of which \$3,224,473 and \$3,631,208 is included in other accrued liabilities and \$161,749 and \$267,071 is included in liability to Company benefit plan in the consolidated balance sheets, respectively. Contributions for the years ended December 31, 2020 and 2019 did not exceed the maximum amounts allowed by law for the 401(k) and Savings Plans.

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(Continued)

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

Redeemable Common Stock – Under the ESOP provisions of the Retirement Plan, the Company is generally required to repurchase upon the death, disability, retirement, or termination of a participant, all shares of Company common stock issued to such participant under terms of the Retirement Plan, if so requested by the participant or his/her estate. Other provisions of the Retirement Plan generally require the Company to repurchase a portion of the participant's total shares under specified terms and/or conditions. Repurchases of Company stock under the Retirement Plan are to be made at the value as determined by the most recent valuation date (as defined by the Retirement Plan) over a period not to exceed six years. As of December 31, 2020 and 2019, 366,593 and 397,403 shares of Company common stock owned by the Retirement Plan are included in common stock, respectively. As of December 31, 2020 and 2019, the Retirement Plan had 366,403 and 397,190 shares allocated to its participants, respectively.

Financial Instruments – The amounts reflected in the consolidated balance sheets for cash, receivables, and accounts payable approximate fair value due to the short maturity of those instruments.

Included in other assets are investments that are restricted for payment of benefits invested pursuant to certain incentive and compensation agreements under the Company's supplemental 401(k) plan. The investments are adjusted to fair value with a corresponding charge or credit to liability to Company benefit plans (\$8,553,100 and \$7,580,458 as of December 31, 2020 and 2019, respectively). The investments represent shares held in mutual funds as directed by the participants in the supplemental 401(k) Plan, which are classified as trading securities and reported at fair value. Net realized and unrealized gains and losses on trading securities are included in net earnings. These investments are classified as Level 1 securities within the fair value hierarchy, as described in Note 10.

Recently Issued Accounting Standard – In February 2016, the Financial Accounting Standards Board (the "FASB") issued ASU 2016-02, *Leases* (Topic 842), which amends the existing guidance in ASC 840, *Leases*. This amendment requires the recognition of lease assets and lease liabilities by lessees for those leases currently classified as operating leases. Other significant provisions of the amendment include (i) defining the "lease term" to include the non-cancellable period together with periods for which there is a significant economic incentive for the lessee to extend or not terminate the lease; (ii) defining the initial lease liability to be recorded on the balance sheet to contemplate only those variable lease payments that depend on an index or that are in substance "fixed"; and (iii) a dual approach for determining whether lease expense is recognized on a straight-line or accelerated basis, depending on whether the lessee is expected to consume more than an insignificant portion of the leased asset's economic benefits. This guidance will be effective for annual reporting periods beginning after December 15, 2021. The Company is currently evaluating the effect adoption of this ASU will have on its consolidated financial statements.

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(Continued)



**NOTE 2 – REVENUE FROM CONTRACTS WITH CUSTOMERS**

The Company recognizes revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the Company expects to be entitled in exchange for those goods or services. At contract inception, the Company assesses the goods or services promised in a contract and identifies, as a separate performance obligation, each distinct promise to transfer goods or services to the customer. In addition, when assessing performance obligations within a contract, the Company considers the warranty provisions included within such contract. To the extent the warranty terms provide the customer with an additional service, other than assurance that the promised good or service complies with agreed upon specifications, such warranty is accounted for as a separate performance obligation.

The Company recognizes revenue at the time the related performance obligation is satisfied by transferring a promised good or service to its customers, which is primarily achieved over time. A good or service is considered to be transferred when the customer obtains control.

For the Company's construction contracts, revenue is recognized over time as the Company's performance creates or enhances an asset that the customer controls as it is created or enhanced. The Company utilizes the cost-to-cost input method to measure progress towards complete satisfaction of the performance obligation as management believes it best depicts the transfer of control to the customer. Under the cost to-cost measure of progress, the extent of progress towards completion is measured based on the ratio of costs incurred to date to the total estimated costs at completion of the performance obligation.

The Company's construction contracts are accounted for as a single performance obligation as the Company provides a significant service of integrating all of the services and/or goods within the contract, which results in a single bundle of services and goods that represent a combined output.

Due to uncertainties inherent in the estimation process, it is possible that estimates of costs to complete a performance obligation may be revised in the near term. Changes in total estimated costs, and related progress towards complete satisfaction of a performance obligation, are recognized on a cumulative catch-up basis in the period in which the revisions to the estimates are made. When the current estimate of total costs for a performance obligation indicates a loss, a provision for the entire estimated loss is made in the period in which the loss becomes evident.

For service contracts and service maintenance agreements, revenue is also generally recognized over time as the customer simultaneously receives and consumes the benefits of the Company's performance as it performs the service.

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(Continued)

TD INDUSTRIES, INC. AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
December 31, 2020 and 2019

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**NOTE 2 – REVENUE FROM CONTRACTS WITH CUSTOMERS** (Continued)

For certain arrangements for which work is performed under time and materials contracts, progress towards complete satisfaction of such performance obligations is measured using an output method as the customer receives and consumes the benefits of performance completed to date.

The transaction price represents the amount of consideration to which the Company expects to be entitled in exchange for transferring promised goods or services to its customers. To the extent the performance obligation includes consideration, including change orders, contract claims, contract bonuses, liquidated damages, and penalties that can either increase or decrease the transaction price, the Company estimates the amount of variable consideration to be included in the transaction price. Variable consideration is included in the transaction price only to the extent it is probable, in the Company's judgment, that a significant future reversal in the amount of cumulative revenue recognized under the contract will not occur when the uncertainty associated with the variable consideration is subsequently resolved.

All of the Company's revenue is recognized over time, and as such, no disaggregation of revenue is presented.

**NOTE 3 - CONTRACT ASSETS AND LIABILITIES**

The timing of revenue recognition may differ from the timing of invoicing to customers. Contract assets include unbilled amounts from long-term construction projects when revenues recognized under the cost to-cost measure of progress exceeds the amounts invoiced to customers. In addition, many time and materials arrangements are billed in arrears pursuant to contract terms that are standard within the industry, resulting in contract assets and/or unbilled receivables being recorded, as revenue is recognized in advance of billings. Contract retainages associated with contract work that has been completed and billed but not paid by its customers until the contracts are substantially complete, pursuant to contract retainage provisions under the contract, are also included in contract assets. Contract liabilities from long-term construction contracts arise when amounts invoiced to customers exceed revenues recognized under the cost-to-cost measure of progress.

Contract assets consisted of the following at December 31:

	<u>2020</u>	<u>2019</u>
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 14,523,692	\$ 15,129,249
Retainage receivable	<u>36,949,969</u>	<u>36,602,714</u>
Total contract assets	<u>\$ 51,473,661</u>	<u>\$ 51,731,963</u>

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(Continued)

TD INDUSTRIES, INC. AND SUBSIDIARIES  
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
 December 31, 2020 and 2019

**NOTE 3 - CONTRACT ASSETS AND LIABILITIES (Continued)**

Contract liabilities consisted of the following at December 31:

	<u>2020</u>	<u>2019</u>
Billings in excess of costs and estimated earnings on uncompleted contracts	\$ 41,780,070	\$ 42,533,764

**NOTE 4 - CONTRACTS IN PROGRESS**

Net contract liabilities and related amounts billed with respect to contracts in progress as of December 31:

	<u>2020</u>	<u>2019</u>
Costs on uncompleted contracts	\$ 1,105,952,088	\$ 1,163,055,458
Estimated earnings	115,161,304	128,970,261
	<u>1,221,113,392</u>	<u>1,292,025,719</u>
Less billings on uncompleted contracts	<u>1,248,369,770</u>	<u>1,319,430,234</u>
	<u>\$ (27,256,378)</u>	<u>\$ (27,404,515)</u>

Included in the accompanying consolidated balance sheets under contract assets and liabilities as of December 31:

	<u>2020</u>	<u>2019</u>
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 14,523,692	\$ 15,129,249
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(41,780,070)</u>	<u>(42,533,764)</u>
	<u>\$ (27,256,378)</u>	<u>\$ (27,404,515)</u>

(Continued)

TD INDUSTRIES, INC. AND SUBSIDIARIES  
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
 December 31, 2020 and 2019

**NOTE 5 – PROPERTY, BUILDINGS, AND EQUIPMENT**

The following is a summary of property, buildings, and equipment, at cost less accumulated depreciation, at December 31:

	<u>2020</u>	<u>2019</u>
Land	\$ 4,408,625	\$ 4,408,625
Buildings and improvements	24,138,390	23,603,525
Furniture and fixtures	2,135,960	2,135,960
Tools and equipment	18,070,503	16,649,062
Vehicles	29,681,597	26,252,660
Leasehold improvements	4,324,005	3,063,659
Construction in progress	<u>25,149,930</u>	<u>8,474,724</u>
	107,909,010	84,588,215
Less: accumulated depreciation	<u>(51,237,563)</u>	<u>(44,699,855)</u>
Property, buildings, and equipment, net	<u>\$ 56,671,447</u>	<u>\$ 39,888,360</u>

Depreciation expense recognized for the years ended December 31, 2020 and 2019 was \$7,478,261 and \$6,555,771, respectively. Construction in progress is stated at cost, which includes the cost of construction and other direct costs attributable to the upgrade and implementation of the Companies enterprise resource planning software (“ERP”). No provision for depreciation is made on construction in progress until such time the relevant assets are completed or put into use.

**NOTE 6 – DEBT AND RELATED AGREEMENTS**

The Company has a line of credit agreement with a financial institution. In 2020, this agreement was amended to extend the term to October 31, 2022. Under this agreement, the Company has a \$15,000,000 available line of credit, which bears interest at the higher of the lender’s Prime Rate less 0.25% or LIBOR plus 3.00% (3.15% at December 31, 2020 and 4.76% at December 31, 2019). The Company pays a commitment fee of 0.25% on the unused portion of the line. The credit agreement includes a letter of credit sub-limit of \$9,000,000. At December 31, 2020 and 2019, there was no outstanding balance on this line, which, after consideration for outstanding letters of credit with insurance companies of \$48,161 and \$30,354, resulted in \$14,951,839 and \$14,969,646 remaining available, respectively.

The Company also has an \$8,000,000 term loan, which calls for equal quarterly installment principal payments of \$133,334, plus interest, until the maturity date of April 30, 2024, at which time all outstanding principal and interest are due. The term loan bears interest at the higher of the Lender’s Prime rate less 0.5% or LIBOR plus 2.50% (2.65% at December 31, 2020 and 4.26% at December 31, 2019). At December 31, 2020 and 2019, amounts outstanding under this loan were \$5,999,990 and \$6,533,326, respectively.

(Continued)

TD INDUSTRIES, INC. AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
December 31, 2020 and 2019

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**NOTE 6 – DEBT AND RELATED AGREEMENTS** (Continued)

The aggregate amount of scheduled future principal maturities is as follows:

<u>Year Ending</u> <u>December 31,</u>	
2021	\$ 533,336
2022	533,336
2023	533,336
2024	<u>4,399,982</u>
	<u>\$ 5,999,990</u>

These credit arrangements subject the Company to a number of covenants, with which the Company was in compliance at December 31, 2020.

Borrowings under the line of credit and term note are collateralized by all of the Company's receivables, inventories, and first liens on property, equipment, buildings, and improvements.

**NOTE 7 – INCOME TAXES**

The Company is an S Corporation. As an S Corporation, the Company's income flows through to the stockholders and is included in the stockholders' tax return. As such, the net income or loss of the Company is subject to federal income tax at that level; therefore, no provision for federal income tax is reflected in the consolidated financial statements. The Company is obligated to pay state income taxes. The Company recorded a provision related to state income taxes of \$139,369 and \$596,997 in 2020 and 2019, respectively.

The Company accounts for income taxes under the provisions of ASC 740-10, *Uncertainty in Income Taxes*. A tax position is recognized as a benefit only if it is "more likely than not" the tax position would be sustained in a tax examination, with a tax examination assumed to occur. The amount recognized is the largest amount of tax benefit that is greater than 50% likely to be realized on examination. For tax positions not meeting the "more likely than not" test, no benefit is recognized. At December 31, 2020, there are no significant uncertainties in the Company's tax positions.

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(Continued)

TD INDUSTRIES, INC. AND SUBSIDIARIES  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
December 31, 2020 and 2019

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**NOTE 8 – COMMITMENT AND CONTINGENCIES**

Operating Leases – The Company leases certain office and warehouse facilities under terms of non-cancellable operating lease agreements that expire at various dates through 2027. Aggregate annual lease payments subsequent to December 31, 2020 consist of:

<u>Year Ending</u> <u>December 31,</u>	<u>Office and</u> <u>Warehouse Facilities</u>
2021	\$ 1,301,635
2022	1,056,148
2023	651,816
2024	537,196
2025	532,889
Thereafter	<u>901,630</u>
	<u>\$ 4,981,314</u>

Total rental expense for office and warehouse facilities for the years ended December 31, 2020 and 2019 was \$1,366,996 and \$1,107,235, respectively.

Capital Leases – The Company leases vehicles under one-year capital leases. The cost of the vehicles under capital leases was \$176,902 and \$4,678,725 and accumulated depreciation of the leased equipment was \$35,380 and \$861,488 at December 31, 2020 and 2019, respectively. Future minimum lease payments under these capital leases are \$14,748 and \$2,498,002 and are included in trade accounts payable at December 31, 2020 and 2019, respectively.

Litigation – The Company is involved in legal proceedings in the ordinary course of its business. Such proceedings are not uncommon in the Company's business and usually involve claims against multiple defendants who were involved in the project that is the subject of the proceeding. The Company is vigorously defending itself in these matters. Although management of the Company cannot predict the outcome of these legal proceedings with certainty, it believes that the ultimate resolution of the Company's legal proceeding will not have a material effect on the Company's consolidated financial statements. Management is not aware of any other matters for which there is more than a remote possibility of loss, which would not be covered by insurance.

Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") – The Company elected to defer the employer portion of Social Security taxes as allowed by Section 2302 of the CARES Act. The provision allows employers to defer payment of the employer share of the Social Security tax they otherwise are responsible for paying to the federal government with respect to their employees. Employers generally are responsible for paying a 6.2% Social Security tax on employee wages. The provision requires that the deferred employment tax be paid over the following two years, with half of the amount required to be paid by December 31, 2021 and the other half by December 31, 2022. As a result of this provision, the Company deferred \$8,084,269 in employer social security taxes, \$4,042,135 of which is included as a component of accrued taxes, other than income and \$4,042,134 is included as a component of other long-term liabilities on the consolidated balance sheet as of December 31, 2020.

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(Continued)

TD INDUSTRIES, INC. AND SUBSIDIARIES  
 NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
 December 31, 2020 and 2019

**NOTE 9 – VARIABLE INTEREST ENTITIES**

The Company assesses its joint ventures at inception to determine if any meet the qualifications of a VIE. The Company considers a joint venture a VIE if either (a) the total equity investment is not sufficient to permit the entity to finance its activities without additional subordinated financial support, (b) characteristics of a controlling financial interest are missing (either the ability to make decisions through voting or other rights, the obligation to absorb the expected losses of the entity or the right to receive the expected residual returns of the entity), or (c) the voting rights of the equity holders are not proportional to their obligations to absorb the expected losses of the entity and/or their rights to receive the expected residual returns of the entity.

The Company has entered into joint ventures with unrelated third parties to establish TDPM Mechanical Joint Venture (TDPM) in which it owns an 80% interest and SUN-TD Joint Venture (SUN-TD) in which it owns a 50% interest. The Company has evaluated its interest in TDPM and SUN-TD and has determined it has control of the activities significant to the joint ventures and is the primary beneficiary of the joint ventures. As a result, the Company consolidates the accounts of the joint ventures in its financial statements. TDPM and SUN-TD were established in order to obtain certain construction contracts and will likely terminate upon completion of these projects. As of December 31, 2018, TDPM has completed all construction contracts and returned all equity to the members of the joint venture. As of December 31, 2019, SUN-TD has completed all construction contracts and returned all equity to the members of the joint venture. There was no activity with these joint ventures for the year ended December 31, 2020.

Summarized financial information related to these joint ventures at December 31 is as follows:

	<u>SUN-TD Joint Venture</u>	
	<u>2020</u>	<u>2019</u>
Total assets (all current)	\$ -	\$ -
Liabilities (all current)	\$ -	\$ -
Equity	-	-
Liabilities and equity	\$ -	\$ -
Revenue	\$ -	\$ 173,611
Costs	-	173,681
Net income (loss)	\$ -	\$ (70)
Percentage of ownership	50%	50%
Percentage of voting interest	50%	50%

The Company has also entered into other additional joint ventures with unrelated third parties. The Company has evaluated its interest in these joint ventures and has determined it does not have control. The Company uses the proportionate consolidation method of accounting whereby it recognizes its proportionate share of revenue, cost, and profit. These joint ventures were established in order to obtain certain construction projects and will likely terminate upon completion of these projects. The activity related to these joint ventures is immaterial to the consolidated financial statements for the years ended December 31, 2020 and 2019.

(Continued)

#### **NOTE 10 – FAIR VALUE**

When estimating fair value, the Company follows a fair value hierarchy, which describes three levels of input that may be used to measure fair value:

- Level 1 – quoted prices in active markets for identical assets and liabilities
- Level 2 – inputs other than quoted prices in active markets for identical assets and liabilities that are observable, either directly or indirectly
- Level 3 – unobservable inputs. Valuation techniques include the use of pricing models, discounted cash flow models and similar methodologies.

Marketable securities consist of fixed income securities, Exchange Traded Funds, and equities that are readily traded on the open market. Marketable securities are reported at fair value based on quoted prices in active markets and are classified as Level 1 securities within the fair value hierarchy.

The value of the Company's stock and the related liabilities to the ESOP Plans, as described in Note 1, are based on fair value measurements derived from a third-party appraisal. This appraisal estimates fair value of the Company's stock using a number of factors including, the nature of the business, the economic outlook of the industry, the financial position of the business, and the market price of corporations engaged in similar lines of business. The Company classifies its fair value measurement techniques for stock as Level 3 inputs since the Company's valuation techniques that are most significant to the fair value measurements are derived from an independent valuation using model-based techniques.

#### **NOTE 11 – RISKS AND UNCERTAINTIES**

Since March 2020, the COVID-19 pandemic ("pandemic") has had a significant impact on the global economy. As the situation continues to evolve, management is closely monitoring the impact of the pandemic on all aspects of the Company's business, including how it impacts customers, subcontractors, suppliers, vendors, and employees. The pandemic caused a slowdown of certain projects due to specific state, local, municipal, and customer mandated stay-at-home orders and new project requirements that were established to protect construction workers and the general public. Although most stay-at-home orders have been phased out, the Company is still experiencing impacts associated with the pandemic, including project specific protocols. Management expects the project specific requirements to remain in place, which will continue to impact project schedules and workflow going forward.

Management is unable to predict the ultimate impact that the pandemic will have on the business, employees, liquidity, financial condition, results of operations, and cash flows. Most of the Company's operations are considered critical and essential businesses, making its projects generally exempt from stay-at-home orders in certain parts of the United States. However, if this pandemic persists for an extended timeframe, the Company's operations could be more significantly impacted as a result of prolonged unfavorable economic conditions.

#### **NOTE 12 – SUBSEQUENT EVENTS**

The Company has performed an analysis of all events or transactions subsequent to December 31, 2020 to determine the need for any adjustments to and/or disclosures within the consolidated financial statements for the year ended December 31, 2020. The Company has evaluated subsequent events from the date of the consolidated balance sheets through April 16, 2021, the date on which these consolidated financial statements were available to be issued.

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# **REQUEST FOR PROPOSAL #R10-1136 FOR: INDOOR AIR QUALITY PRODUCTS & SERVICES**

May 20, 2022

**Section Two:**  
Proposal Submission, Questionnaire and  
Required Forms

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# Proposal Form Checklist

## The following documents must be submitted with the Proposal

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The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

**PROPOSAL PRICING:** Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

**PROPOSAL FORM 1: ATTACHMENT B - PRICING**

### QUESTIONNAIRE & EVALUATION CRITERIA:

**PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA**

### OTHER REQUIRED PROPOSAL FORMS:

- PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- PROPOSAL FORM 5: DEBARMENT NOTICE**
- PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
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- PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM**
- PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**
- PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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**PROPOSAL FORM 1: ATTACHMENT B – PRICING**

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

Attached to submission portal as separate copy.

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**PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA****Instructions:**

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

<b>Evaluation Criteria</b>	<b>Question</b>	<b>Answer</b>
<b>Basic Information</b>		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	TDIndustries
	<i>What is the mailing address of your company's headquarters?</i>	13850 Diplomat Drive, Dallas, TX 75234
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Landon Johnstone Technical Sales Specialist Landon.Johnstone@TDIndustries.com; 214-809-8596
<b>Products/Pricing (30 Points)</b>		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	Yes, pricing is valid for 120 days.
	<i>Does pricing submitted include the required administrative fee?</i>	No, the fee is dependent upon the individual project or overall contract value.
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	N/A

Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes
	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	TD Industries utilized current Equalis Co-Op contract pricing (#R10-1102). Additionally, TD is able to provide cost savings to our client by purchasing direct from manufacturer. Purchase price will not be displayed as it is deemed confidential by the manufacturer.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	TD standard terms are net 30. Preferred payment by PO.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
<b>Performance Capability (25 Points)</b>		
Product capabilities	<i>Please outline the types of products and equipment you will be offering. Include information related to the type of air quality system, capacities, efficiencies, MERV ratings (where applicable), and any other features or benefits of your product. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.</i>	Please see <i>Solutions and Products</i> (pages 28-40) of proposal.
Ability to deliver, design, and install products and services	<i>Please outline any other services you provide, such as startup &amp; commissioning, energy management, design, equipment rentals, financial services, etc.</i>	Design/Build, Engineering, Construction, Service, Facilities Maintenance. See pages 7-12 of the proposal.
	<i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i>	All 50 states. Some labor (M/WBE) is only valid in Texas.
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	Texas - 7 offices; Arizona - 2 Offices; Colorado - 1 office
History of meeting the delivery, installation, and maintenance timelines	<i>Outline the typical installation and startup process, anticipated timelines and any ongoing maintenance that may be required.</i>	Please see <i>Transition Plan</i> (page 22) of the proposal. Additionally, TD recommends quarterly and annual maintenance on everything we install (page 29).
Response to emergency orders and maintenance repair/requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>	Please see <i>Emergency Response Plans</i> (page 43) of proposal.

Ability to meet the warranty needs of members	<i>Describe the warranty, including equipment, parts, labor, software, hardware and any other service or equipment that would require a warranty. Include how you support the warranty.</i>	All warranty claims will be managed by TD. Please see <i>Products</i> (pages 32-40) for warranty information.
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	TD has a call center at our HQ that is capable of receiving emergency or service calls 24/7. Please see <i>QA/QC Plan</i> (pages 44-47) for conflict resolution.
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit &amp; bond ratings, letters of credit, and detailed reference letters</i>	TD's financial statements are still being audited for the 2021 fiscal year. Please see <i>Most Recent Audited Financial Statement</i> (pages 52-72) of proposal.
	<i>What was your annual sales volume over last three (3) years?</i>	2021 is still being audited. 2018: \$629,842,734; 2019: \$694,334,200; 2020: \$625,309,718
Capabilities related to ordering, estimation, reporting, and overall website ease-of-use	<i>Provide relevant information regarding your ordering/estimation process, reporting process, and quality control procedures.</i>	TD has developed custom Co-Op spreadsheets to streamline and expedite the estimation process. When placing orders we are typically ordering direct from manufacturer, so lead times are reduced Please see <i>Procurement</i> (pages 26-27), <i>Technology and Reporting</i> (pages 41-42), and <i>QA/QC Plan</i> (pages 44-47).
Training & Implementation	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	TD has the capability to provide corporate trainings. What makes our solutions different from our competitors are the products TD utilizes require minimal training and over-watch. TD has also proposed a full on-site management team to perform any break, fix, repair, and preventative maintenance work. This allows our clients to be able to focus on their core business.
Integration with other platforms	<i>Describe any integrations your organization can provide with other platforms or systems.</i>	Our CMMS system is capable of integrating with other CMMS systems. We can also integrate some of our solutions into Building Automation Systems.
Other factors relevant to this section as submitted by the Respondent	<i>Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency</i>	TD has flexibility in our billing methods. We will bill and provide reporting to the frequency of our clients needs.
	<i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i>	Please see <i>TD's Safety Program</i> (pages 16-17) of proposal.
<b>Qualification and Experience (25 Points)</b>		
Respondent reputation in the marketplace	<i>Provide a link to your company's website</i>	<a href="https://www.tdindustries.com/">https://www.tdindustries.com/</a>
	<i>Please provide a brief history of your company, including the year it was established.</i>	Please see <i>About TD</i> (pages 7-15) of proposal.
Past relationship with Region 10 ESC and/or Region 10 ESC members	<i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i>	TD has not partnered with Region 10 in the past. However, we look forward to this opportunity to partner with Region 10 to provide industry leading services.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be</i>	Please see <i>Staffing Plan</i> (pages 18-20) of proposal. Additionally, our full marketing team will be available to Region 10 and its members.

	<p><i>responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> <li><i>* Executive Support</i></li> <li><i>* Account Manager</i></li> <li><i>* Contract Manager</i></li> <li><i>* Marketing</i></li> <li><i>* Billing, reporting &amp; Accounts Payable</i></li> </ul>	
Past experience working with the public sector	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p> <p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>Please see <i>Relevant Experience</i> (pages 13-14) of proposal.</p> <p>If it is a referral from an exiting client or a new business pursuit TD is always actively looking to grow our market share in any sector of business. This is what will help TD reach our goal of \$1 billion in revenue by 2025</p>
Past experience in JOC estimation	<i>What is your past experience working with JOC estimation, if any?</i>	TD has extensive Job Order Contracting experience.
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	TD has not been involved with any litigation, bankruptcy, or reorganization in the past or present.
Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name &amp; title; city &amp; state; phone number; years serviced; description of services; and annual volume</i>	Please see <i>Relevant Experience</i> (pages 13-14) of proposal.
Certifications in the Industry	<i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i>	Please see <i>Licenses, Awards, and Publications</i> (page 8) of the proposal.
Company profile and capabilities	<i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i>	Engineering, Construction, Service, and Facilities Maintenance firm. Please see <i>Experience to Perform the Services</i> (page 11) of the proposal.



Other factors relevant to this section as submitted by the Respondent	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p> <p>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.</p>	TD is an employee owned firm and is not operated by any partner convicted of a felony.
<b>MWBE Status and/or Program Capabilities (10 Points)</b>		
MWBE status, subcontractor plan, and/or joint venture program	<p><i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i></p> <p><i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i></p> <p>Please attach any certifications you have as part of your response to Form 6.</p>	<p>TD does not hold any diversity certifications.</p> <p>TD has a diversity program and has implemented this program for the Region 10 IAQ project. Please see <i>Supplier Diversity Program</i> (page 9) and <i>Minority Participation Plan</i> (page 27) of the proposal.</p>
Good faith efforts to involve MWBE subcontractors in response	<p><i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i></p>	Yes, TD has two active M/WBE subcontractors/suppliers aligned for the Region 10 IAQ project.
Demonstrated ongoing MWBE program	<p><i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i></p>	TD has a diversity program and has implemented this program for the Region 10 IAQ project. Please see <i>Supplier Diversity Program</i> (page 9) and <i>Minority Participation Plan</i> (page 27) of the proposal.
<b>Commitment to Service Equalis Group Members (10 Points)</b>		
Marketing plan, capability, and commitment	<p><i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i></p> <p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that</i></p>	<p>As mentioned previously, TD has been a Co-Op contractor holder for over 10 years. We have extensive relationships within the Co-Ops that allow for us to leverage them further than our competition. Additionally, TD has a marketing team that can create email, mail, LinkedIn, and numerous other marketing campaigns. Prior to this RFP release, TD partnered with Equalis to distribute the <i>City of Dallas Case Study</i> (pages 48-49). We would expect to do the same with Region 10.</p> <p>During the project transition phase TD gathers all key personnel involved in the project. During this time we review the RFP and contract to ensure all parties are aware of the agreed upon expectation of our clients.</p>

	<i>they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i>	
	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	TD agrees to this.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	TD has a dedicated partner that manages all Co-Op reporting. As mentioned previously, TD has over 10 years experience with Co-Op reporting and contracting. See <i>TD's Cooperative Experience</i> (page 15) of proposal.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	OMNIA, PACE, Buy Board, Equalis, GSA, NCPA. See <i>TD's Cooperative Experience</i> (page 15) of proposal.
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	TD has a vast portfolio of sites and clients we serve. Once awarded the contract we would begin to study Region 10's portfolio to develop a strategic plan. After this plan is developed, we would partner with Region 10 to begin to market and connect with it's members.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	One Sales Representative will be dedicated to this project. The Sales rep is located out of Dallas, and will be supported by TD's onsite team as well as the Dallas Corporate office.

### **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

See *Licenses, Awards, and Publications* (page 8) of proposal.


**PROPOSAL FORM 4: CLEAN AIR WATER ACT**

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: TDIndustries

Title of Authorized Representative: Senior Vice President

Mailing Address: 13850 Diplomat Drive, Dallas, TX 75234

Signature:  0E754DB12068493...


**PROPOSAL FORM 5: DEBARMENT NOTICE**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: TDIndustries

Title of Authorized Representative: Senior Vice President

Mailing Address: 13850 Diplomat Drive, Dallas, TX 75234

Signature: 

## PROPOSAL FORM 6: LOBBYING CERTIFICATION

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 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/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid 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 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 contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

DocuSigned by:  
  
0E754DB12068493...  
Signature of Respondent

6/23/2022  
Date

## PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.


Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

DocuSigned by:  
  
0E754DB12068493...  
\_\_\_\_\_  
Signature of Respondent

\_\_\_\_\_  
6/23/2022  
Date

**PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**VENDOR** TDIndustries

**ADDRESS** 13850 Diplomat Drive

Dallas, TX 75234

**PHONE** 972-888-9500

**FAX** \_\_\_\_\_

**RESPONDANT**

DocuSigned by:  
*Brian Lillard*  
0E754DB12068493...  
Signature \_\_\_\_\_

Brian Lillard

Printed Name

Senior Vice President

Position with Company

**AUTHORIZING OFFICIAL**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position with Company



## **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

### **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.


The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016. [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

## PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION


### BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Does vendor agree?  \_\_\_\_\_  
(Initials of Authorized Representative)

### TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

Does vendor agree?  \_\_\_\_\_  
(Initials of Authorized Representative)

**PROPOSAL FORM 11: RESIDENT CERTIFICATION**

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- I certify that my company is a "**resident Bidder**"
- I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

---

Company Name \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_

**PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM**

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or “EDGAR” requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract’s general terms and conditions, to address the member’s specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor’s response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

**1. Vendor Violation or Breach of Contract Terms:**

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

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree?     *Bl*    

(Initials of Authorized Representative)

**2. Termination for Cause or Convenience:**

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best

interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency’s best interest.

Does vendor agree? DS  
BL \_\_\_\_\_

(Initials of Authorized Representative)

**3. Equal Employment Opportunity:**

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? DS  
BL \_\_\_\_\_

(Initials of Authorized Representative)

**4. Davis-Bacon Act:**

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor’s acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Does vendor agree? BL \_\_\_\_\_

(Initials of Authorized Representative)

**5. Contract Work Hours and Safety Standards Act:**

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

Does vendor agree? BL \_\_\_\_\_

(Initials of Authorized Representative)

**6. Right to Inventions Made Under a Contract or Agreement:**

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

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? BL \_\_\_\_\_

(Initials of Authorized Representative)

**7. Clean Air Act and Federal Water Pollution Control Act:**

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

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? BL \_\_\_\_\_

(Initials of Authorized Representative)

**8. Debarment and Suspension:**

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? Bl \_\_\_\_\_

(Initials of Authorized Representative)

**9. Byrd Anti-Lobbying Amendment:**

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

Does vendor agree? Bl \_\_\_\_\_

(Initials of Authorized Representative)

**10. Procurement of Recovered Materials:**

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery,

and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor agree?  BL \_\_\_\_\_

(Initials of Authorized Representative)

**11. Profit as a Separate Element of Price:**

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree?  BL \_\_\_\_\_

(Initials of Authorized Representative)

**12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree?  BL \_\_\_\_\_

(Initials of Authorized Representative)

**13. General Compliance and Cooperation with Participating Agencies:**

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree?  BL \_\_\_\_\_

(Initials of Authorized Representative)

**14. Applicability to Subcontractors**

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does vendor agree?  BL \_\_\_\_\_



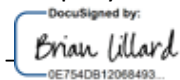
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

TDIndustries

---

Company Name

 DocuSigned by:  
0E754DB12068493...

---

Signature of Authorized Company Official

Brian Lillard

---

Printed Name

Senior Vice President

---

Title

6/23/2022

---

Date

## PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..."every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor 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 Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

DocuSigned by:  
*Brian Lillard*  
0E754DB12068493

Signature of Respondent

6/23/2022

Date

**PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** TDIndustries

**Street:** 13850 Diplomat Drive

**City, State, Zip Code:** Dallas, TX, 75234

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
None		

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

DocuSigned by:  
  
0E754DB12068493...  
**Authorized Signature and Title**

\_\_\_6/23/2022\_\_\_ **Date**

**PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**

**Company Name:** TDIndustries

**Street:** 13850 Diplomat Drive

**City, State, Zip Code:** Dallas, TX, 75234

State of New Jersey

County of Dallas

I, Brian Lillard of the TDIndustries  
Name City

in the County of Dallas, State of Texas of full age, being duly sworn according to law on my oath depose and say that:

I am the Senior Vice President of the firm of TDIndustries  
Title Company Name

*the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

TDIndustries  
Company Name

DocuSigned by:  
Brian Lillard  
0E754DB12068493...  
Authorized Signature & Title

Subscribed and sworn before me

this 23 day of June, 2022

\_\_\_\_\_  
Notary Public of New Jersey  
My commission expires , 20\_\_\_\_

SEAL

**PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**

Company Name: TDIndustries

Street: 13850 Diplomat Drive

City, State, Zip Code: Dallas, TX, 75234

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_

OR

2. A photo copy of their Certificate of Employee Information Report \_\_\_\_\_

OR

3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form \_\_\_\_\_  
AA201-A upon receipt from the Harrison Township Board of Education

B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

DocuSigned by:  
Brian Lillard  
0E754DB12068493  
\_\_\_\_\_  
**Authorized Signature and Title**

6/23/2022  
\_\_\_\_\_  
**Date**

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

DocuSigned by:  
*Brian Lillard*  
0E754DB12068493...

\_\_\_\_\_  
Signature of Procurement Agent



**PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM****Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.**

What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) They will be updated from time-to-time as necessary.
  - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d) The form may be used “as-is”, subject to edits as described herein.
  - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee\*
3. any continuing political committee (a.k.a., political action committee)
4. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

5. individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker

of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

\_\_\_\_\_  
Signature Printed Name Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**Continuation Page**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page \_\_\_\_ of \_\_\_\_\_

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED, CUSTOMIZABLE FORM.**

**PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership

Sole Proprietorship

Limited Liability

Limited Partnership

Partnership

Corporation

Limited Liability


Subchapter S

Corporation

Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>23</u> day of <u>June</u> , 2 <u>022</u>	 (Affiant) _____
(Notary Public)	<b>Brian Lillard, Senior Vice President</b> _____
My Commission expires:	(Print name & title of affiant)

(Corporate Seal)

**PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general 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 terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

## PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

### Requirements for Master Agreement To be administered by Equalis Group

**Attachment A, Equalis Group Administrative Agreement** is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

- Respondent agrees to all terms and conditions outlined in each of the Administration Agreement.
- Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Administration Agreement. Negotiations will commence after sealed Proposals are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.



**PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**  
**OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE**

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**Signature below certifies complete acceptance of Region 10 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary). Check one of the following responses to the Acknowledgment and Acceptance of Region 10 ESC's Open Records Policy below:**

We acknowledge Region 10 ESC's Public Information Act policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)*

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

Attachment B Price List - Entire document due to proprietary pricing.

6/23/2022

Date

DocuSigned by:  
*Brian Lillard*  
0E754DB12068493  
Authorized Signature & Title

**PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name TDIndustries

Address 13850 Diplomat Drive, Dallas, TX 75234

City/State/Zip 972-888-9500

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email address Brian.Lillard@TDIndustries.com

Printed name Brian Lillard

Position with company Senior Vice President

Authorized signature 

**Term of contract** September 1, 2022 to August 31, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

\_\_\_\_\_  
Region 10 ESC Authorized Agent \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

**Equalis Group Contract Number** R10-1102

## SECTION III

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# **REQUEST FOR PROPOSAL #R10-1136 FOR: INDOOR AIR QUALITY PRODUCTS & SERVICES**

May 20, 2022

## **Section Three:**

Part A – Vendor Contract and Signature Form

Attachment A – Equalis Group Administrative Agreement

Attachment C – State Notices

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## SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

### VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form (“Contract”) is made as of September 1, 2022, by and between TDIndustries (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of (enter category here) (“the products and services”).*

#### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract “Vendor Contract.”

WHEREAS, 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 below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a Member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### 1. ARTICLE 1 – GENERAL TERMS AND CONDITIONS

- 1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor’s obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

- 1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## 2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for two (2) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- 2.2 **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

## 3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other Members.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

## 4. ARTICLE 4 – FORMATION OF CONTRACT

- 4.1 **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.
- 4.2 **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect Members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).
- 4.5 **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a "wet signature" by a Region 10 ESC staff member.
- 4.6 **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.7 **Supplemental Agreements:** The entity participating in the Region 10 ESC 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. Neither Region 10 ESC, Equalis Group, its agents, Members and employees shall be made party to any claim for breach of such agreement.

## 5. ARTICLE 5 – TERMINATION OF CONTRACT

5.1 **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 10 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 ESC. 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 contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service failures:** Failure to deliver goods or services within the time specified or within a reasonable time period as interpreted by the purchasing agent, or failure to make replacements or

corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

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

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

- 5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

## 6. ARTICLE 6 – LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Suspension or Debarment**: Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.
- 6.3 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating Member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.



## 7. ARTICLE 7 – DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within the time specified by the Purchase Order the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.
- 7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.
- 7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor’s name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.
- 7.5 **Additional charges:** Unless bought on F.O.B. “shipping point” and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.
- 7.6 **Buyer’s delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating Member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

## 8. ARTICLE 8 – BILLING AND REPORTING

- 8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

## 9. ARTICLE 9 – PRICING

- 9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate Department of Labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in the Equalis Group Administration Agreement. All pricing submitted to Region 10 shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.
- 9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

## 10. ARTICLE 10 – PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 ESC may 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 10 ESC or Equalis Group.

## 11. ARTICLE 11 – PROPOSER PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## 12. ARTICLE 12 – SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.
- 12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. 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 Participating Member's discretion. 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. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

- 12.4 **Safety measures:** 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. Vendor shall post warning signs against all hazards created by its 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.
- 12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.
- Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.
- 12.7 **Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating Member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

### 13. ARTICLE 13 – MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
- "Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."
- 13.2 **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.
- 13.2.1 Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in Equalis Group.

- 13.2.2 Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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.
- 13.3 **Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating Members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.
- 13.5 **Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.
- 13.6 **Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating Member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an "all risk" type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.
- 13.6.1 Certificates of insurance shall be delivered to the Member prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.6.2 Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker's compensation insurance which waives all subrogation rights against the prime contractor and Member.
- 13.7 **Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.
- 13.7.1 No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use

complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

13.7.2 Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating Member's release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

13.8 **Legal Obligations**: It is the Respondent'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 and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

13.9 **Boycott Certification**: Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

[Signatures follow on Signature Form]

**PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

**VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED**

Company name TDIndustries

Address 13850 Diplomat Drive, Dallas, TX 75234

City/State/Zip 972-888-9500

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email address Brian.Lillard@TDIndustries.com


Printed name Brian Lillard

Position with company Senior Vice President

Authorized signature 

**Term of contract** September 1, 2022 to August 31, 2025

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

  
Jana Melsheimer | Aug 18, 2022 11:36 CDT  
 \_\_\_\_\_  
 Region 10 ESC Authorized Agent

8/17/22  
 \_\_\_\_\_  
 Date

Dr. Jana Melsheimer  
 \_\_\_\_\_  
 Print Name

**Equalis Group Contract Number** R10-1136D

## ATTACHMENT A – EQUALIS GROUP ADMINISTRATIVE AGREEMENT

**NOTE:** This agreement is provided as a model agreement which winning supplier will enter into upon award with Equalis Group. Respondents are asked not to respond with redlines for this model contract. Respondent should complete the Equalis Group Administration Agreement Declaration form found in section two of the Proposal Submission and Required Forms document. In this form, the respondent will need to indicate acceptance of these terms, or if they wish to negotiate.

THIS ADMINISTRATION AGREEMENT (this "**Agreement**"), effective as of **Month Day, Year** (the "**Effective Date**"), is entered into by and between **Winning Supplier**, ("**Winning Supplier**") and Equalis Group LLC, a Delaware limited liability company with its principal place of business at 5550 Granite Parkway, Suite 298, Plano, Texas 75024 ("**Equalis**"). Throughout this Agreement, Winning Supplier and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

### SECTION 1. RECITALS

- A.** Education Service Center, Region 10 ("**Region 10**") serves as a lead public agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring master group purchasing agreements for products and services to be made available to Equalis Group members ("**Equalis Group Member**" or "**Member**").
- B.** Region 10 issued request for proposal ("**RFP**") #**Number** on behalf of Region 10 and Equalis Group Members for **definition of products and services solicited in the RFP** ("**Products & Services**") and awarded a contract to Winning Supplier.
- C.** Region 10 and Winning Supplier entered into that certain master group purchasing agreement (the "**Master Agreement**") #**contract number** effective as of **Month Day, Year** to provide Products & Services to Equalis Group Members.
- D.** The Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties.
- E.** Equalis Group serves as the contract administrator of the Master Agreement on behalf of Region 10.
- F.** Equalis actively promotes Master Agreements to current and prospective Equalis Group Members (collectively "**Prospective Participants**") through a range of marketing, prospecting, and sales strategies, including, but not limited to, marketing and sales collateral development, direct mail, web marketing, electronic communications, attendance at events, Winning Supplier sales representative training, and Winning Supplier field sales support (collectively, "**Equalis Services**") as more fully defined in **Appendix B**.
- G.** Any Prospective Participant who purchases Products & Services from Winning Supplier subject to the Master Agreement shall be considered a "**Program Participant**".
- H.** Winning Supplier desires to promote and expand its operations and increase the sales of its Products & Services to public sector, private sector, and non-profit organizations through Equalis Group.



NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

## SECTION 2. BUSINESS TERMS

**Defined Terms.** Any capitalized terms contained herein not defined in this Agreement shall have the same meaning as defined in the Master Agreement.

**Appendices.** The appendices attached hereto are made a part of this Agreement (if one, an “**Appendix**” or more, “**Appendices**”).

**Appendix A** defines Winning Supplier’s reporting requirements.

**Appendix B** sets forth the roles and responsibilities of the Parties.

**Appendix C** defines the financial terms between the Parties.

**Terms in Appendices.** In all cases where the terms of this Agreement and any Appendices disagree, the terms in the Appendix shall control.

### **Publicity & Joint Marketing.**

**Publicity.** A Party may only issue press releases or other public announcements with respect to this Agreement with the prior, written consent of the other Party.

**Joint Marketing / Logo & Name Use.** Winning Supplier authorizes Equalis to use Winning Supplier’s trademarks, names, and logos as provided by Winning Supplier to Equalis. Equalis authorizes Winning Supplier to use Equalis’ trademarks, names, and logos as provided by Equalis to Winning Supplier. Each Party’s use of the other Party’s trademarks, names, and logos will be limited to standard communication, including correspondence, newsletters, and website material, and joint marketing efforts, including, but not limited to, utilizing the same on correspondence, collateral, agreements, websites, newsletters, or other marketing materials promoting the Products & Services pursuant to the Master Agreement and this Agreement. Notwithstanding the foregoing, the Parties understand and agree that except as provided herein, neither Party shall have any right, title, or interest in the other Party’s trademarks, names, and logos. Upon termination of this Agreement, each Party shall immediately cease use of the other Party’s trademarks, names, and logos.

## SECTION 3. TERMS & CONDITIONS

**Contract Administration.** Equalis Group shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Region 10, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Equalis Group solely in its capacity as the contract administrator under the Master Agreement.

**Express Limitation of Equalis Liability.** With respect to any purchases of Products & Services by Region 10 or any Program Participant pursuant to the Master Agreement, Equalis shall not be: (i) construed as a, re-marketer, representative, partner, or agent of any type of the Winning Supplier, Region 10, or any Program Participant; (ii) obligated by, liable for, or in any way responsible for any order of Products & Services made by Region 10 or any Program Participant or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Products & Services; and (iii) obligated by, liable for, or in any way responsible for any failure by Region 10 or any Program Participant to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase Products & Services under the Master Agreement. Equalis makes no representation or guaranty with respect to any minimum purchases by Region 10 or any Program Participant, whether individually or collectively, or any employee thereof under this Agreement or the Master Agreement. The terms of this section shall survive the termination of this Agreement.

**Indemnification.** Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Lead Agency by or from Supplier under the Lead Agency Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

**Term & Termination.** The Term of this Agreement is the same as the Term of the Region 10 Master Agreement. This Agreement shall be terminated, if and when the Master Agreement is terminated. Upon termination of the Master Agreement for any reason, Winning Supplier shall continue making Administrative Fee and other payments, as set forth in **Appendix C**, to Equalis that are generated by individual Program Participant's purchase of Products & Services for a period of either i) one (1) year from the date of termination, or ii) through the then current expiration date of the Master Agreement, whichever is shorter, to the extent that Winning Supplier continues to generate revenue from each Program Participant's purchase of Products & Services following the termination of the Master Agreement.

**Audit of Winning Supplier.** Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants and payment of Administrative Fees to Equalis, pursuant to the Master Agreement and this Administration Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

**Notices.** All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder (“**Notice**”) must be in writing and will be deemed given to the addresses set forth herein (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that day-to-day business communications, including notification of a change of address or revisions to any Appendix, may be made via electronic communication, including email.

**Addresses for Notices.** This section may be modified at any time by either Party providing the other Party with written Notice, including via email, of a change of address or addition or deletion to the individuals who will be copied on all Notices.

If to **Winning Supplier:**

Name / Title: Brian Lillard/Senior Vice President

Street Address: 13850 Diplomat Drive

City/St/Zip: Dallas, TX 75234

If to **Equalis:**

Equalis Group LLC  
Attn: Eric Merkle, SVP  
5550 Granite Parkway, Suite 298  
Plano, Texas 75024

**Waiver and Modification.** This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived,

except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

**Governing Law; Invalidity.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Texas without regard to rules of conflict of laws. If any provision of this Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by either Party pursuant to this Agreement shall be brought in a court of competent jurisdiction located in Richardson, Dallas County, Texas. In the event either Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

**Assignment.** This Agreement and the rights and obligations hereunder may not be assignable by either Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that either Party may assign its respective rights and obligations under this Agreement without the consent of the other Party in the event either Party shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Agreement may be extended to additional entities affiliated with either Party upon the agreement of the other Party. No such extension will relieve the extending Party of its rights and obligations under this Agreement.

**No Third-Party Beneficiaries; Survival of Representations.** This Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Agreement, in whole or in part.

**Entire Agreement.** The Region 10 Master Agreement and this Agreement, together with all attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Agreement, and any ambiguity may not be construed for or against any Party.

**Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

**Titles, Headings & Recitals.** The Preamble to this Agreement is hereby incorporated herein and made part of this Agreement. The Recitals stated within this Agreement are deemed to be a part of this Agreement. The titles and headings of the sections and paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**WINNING SUPPLIER**

**EQUALIS GROUP, LLC**

By: TDIndustries

By: \_\_\_\_\_

Name: Brian Lillard

Name: \_\_\_\_\_

Title: Senior Vice President

Title: \_\_\_\_\_

Date: 6/23/2022

Date: \_\_\_\_\_

**APPENDIX A: WINNING SUPPLIER REPORTING REQUIREMENTS**

This Appendix may be modified at any time with the mutual written consent of the Parties, including via email. Winning Supplier shall electronically provide Equalis with a detailed line-item monthly report showing the dollar volume of all member Products & Services sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis offices at [Reporting@EqualisGroup.org](mailto:Reporting@EqualisGroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the end of the previous month. It is the responsibility of Winning Supplier to collect and compile all sales under the Master Agreement from Program Participants and submit one (1) monthly report. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

<b>Member Data</b>	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
<b>Distributor</b>	Customer State *required
	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
Distributor Zip Code	

	Distributor State
<b>Product Data</b>	Product Category level 1
	Product Category level 2 <i>(Where available or applicable)</i>
	Product Category level 3 <i>(Where available or applicable)</i>
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure, multiple levels if necessary
<b>Spend Data</b>	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ <b>*required</b>
	Admin Fee % <b>*required</b>
	Admin Fee \$ <b>*required</b>

## APPENDIX B: ROLES & RESPONSIBILITIES

This Appendix defines the roles and responsibilities of Equalis and Winning Supplier under this Agreement. This Appendix may be modified at any time with the mutual written consent of the Parties, including via email.

### 1. Equalis Services.

**1.1. Winning Supplier Sales Representative Training.** Equalis will develop, as appropriate and subject to Winning Supplier approval, various sales training materials, sales tools, and marketing collateral to promote the Master Agreement and Winning Supplier's Products & Services. Equalis, as appropriate, will i) conduct periodic sales trainings with Winning Supplier sales representatives assigned to sell Products & Services, ii) provide sales representatives with marketing collateral and sales tools to utilize with sales prospects, with particular focus on the procurement process that led to the establishment of the Master Agreement, the legal ability for sales prospects in any state to purchase Products & Services through the Master Agreement without having to conduct their own bid or RFP process, and the key differentiators in the design of this program with Winning Supplier, and iii) attend at least one Winning Supplier company-wide sales and/or leadership meeting per year.

**1.2. Sales Support.** Equalis will engage in Winning Supplier sales efforts as agreed by the Parties through participating in i) individual sales calls, ii) joint sales calls, iii) communications and customer service, iv) discussions and communication with sales prospects during the sales process to address questions relating to the procurement process, legal authority to purchase through the Master Agreement, and program design, v) trainings for Equalis Members' teams, vi) regular business reviews to monitor Program success, and vii) general contract administration.

**1.3. Marketing.** Equalis will incorporate information about the Products & Services into Equalis Group's website and general collateral materials. Equalis and Winning Supplier will jointly develop and approve marketing materials to promote Products & Services, such as website content, brochures and collateral, talking points, press releases, and correspondence. Equalis will market the Products & Services to Prospective Participants as part of Equalis' ongoing marketing activities through Equalis Group; these marketing efforts may consist of a combination of i) general marketing of all of Equalis Group's master group purchasing agreements, including the Master Agreement and Winning Supplier's Products & Services, ii) marketing of Winning Supplier's Products & Services specifically and/or as part of a package of selected master group purchasing agreements to targeted Prospective Participants, and iii) attending trade shows, conferences, and meetings.

### 2. Winning Supplier Roles & Responsibilities.

As a condition to Winning Supplier entering into the Master Agreement, which is available to all Public Sector Entities, Winning Supplier must make certain representations, warranties, and covenants to Equalis designed to ensure the success of the Master Agreement for all Prospective Participants, sales prospects, and Winning Supplier.

**2.1. Equalis Group Membership Agreement.** Winning Supplier will make available the Equalis Group Master Intergovernmental Cooperative Purchasing Agreement (whether in hard copy, electronically, or via [www.EqualisGroup.org](http://www.EqualisGroup.org)) and request any Prospective Participants subject to the Master Agreement who have not already joined Equalis Group to join Equalis Group in conjunction with executing Winning Supplier's Customer Agreements and/or beginning to purchase Products & Services from Winning Supplier to ensure that Winning Supplier and each Program Participant are in full compliance with applicable state procurement statutes.



**2.2. Corporate Commitment.** Winning Supplier commits that i) the Master Agreement has received all necessary corporate authorizations and support of Winning Supplier's executive management, ii) the Master Agreement will be promoted to Public Sector Entities, and iii) Winning Supplier will identify an executive corporate sponsor and a separate national account manager that will be responsible for the overall management of the Master Agreement and this Agreement.

**2.3. Sales Commitment.** Winning Supplier commits to market the Master Agreement as a market strategy in the public sector and that its sales force will be trained, engaged, and committed to offering the Master Agreement to Public Sector Entities through Equalis Group in the geographies defined in the Master Agreement. Winning Supplier commits that all sales under the Master Agreement will be accurately and timely reported to Equalis. Winning Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Program Participants under the Master Agreement in a consistent or better manner compared to sales to Public Sector Entities if Winning Supplier were not awarded the Master Agreement. Supplier will make available to interested Prospective Participants such price lists or quotes as may be necessary for such Prospective Participants to evaluate potential purchases of Products & Services under the Master Agreement.

**2.4. Marketing Commitment.** Winning Supplier commits to work with Equalis to develop a sales and marketing plan ("**Plan**") within the first ninety (90) days of the Master Agreement Effective Date. The Plan may include, but is not limited to, the following:

**2.4.1.** Issuing co-branded press release

**2.4.2.** Publishing Master Agreement details and contact information on both Equalis Group and Winning Supplier's websites

**2.4.3.** Scheduling and holding training on the Master Agreement for the sales teams of both Equalis Group and Winning Supplier

**2.4.4.** Jointly participating in national and regional conferences

**2.4.5.** Jointly attending national and regional Equalis Group Member networking events

**2.4.6.** Designing, publishing, and distributing co-branded marketing materials

**2.4.7.** Engaging in ongoing marketing and promotion of the Master Agreement for the entire Term of the Master Agreement (e.g., developing and presenting case studies, collateral pieces, and presentations)

## APPENDIX C: FINANCIAL TERMS

This Appendix may be modified at any time with the mutual written consent of the Parties.

### **1. Administrative Fee.**

On or before the fifteenth (15<sup>th</sup>) of each month, Winning Supplier shall remit to Equalis an administrative fee payment (the “**Administrative Fee**”) of **two and two quarters percent (2.25%)** of the total Winning Supplier revenue (the “**Equalis Group Spend**” or “**Spend**”) invoiced to Program Participants during the prior calendar month. “Spend” shall mean the cumulative purchases of Products & Services by Program Participants under the Master Agreement net of taxes, shipping costs, returns, and credits. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one- and one-half percent (1.5%) per month or the maximum rate permitted by law until paid in full.

### **2. Case-by-Case Administrative Fee Adjustments.**

The Parties understand and acknowledge that Wining Supplier may have to provide aggressive deviated pricing on a case-by-case basis to win certain opportunities with Prospective Participants when those opportunities represent a sufficiently large Spend and/or are highly competitive. In such situations, Winning Supplier may request Equalis accept a reduced Administrative Fee. The Parties agree to evaluate each such situation as it arises and utilize best efforts to establish an adjusted Administrative Fee rate upon mutual written agreement (including via email) of the Parties.

### **3. Rebates or Other Payments.**

**Insert rebate or other payment language as agreed.**

## ATTACHMENT C: STATE NOTICE

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Equalis Group and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing Request for Proposal for purposes of complying with the procedural requirements of said statutes:

### Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

### Certain Public Agencies and Political Subdivisions:

#### **CITIES, TOWNS, VILLAGES AND BOROUGHES INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR	CITY OF BURNS, OR
CITY OF ADAIR VILLAGE, OR	CITY OF CANBY, OR
CITY OF ASHLAND, OR	CITY OF CANYONVILLE, OR
CITY OF AUMSVILLE, OR	CITY OF CLATSKANIE, OR
CITY OF AURORA, OR	CITY OF COBURG, OR
CITY OF BAKER, OR	CITY OF CONDON, OR
CITY OF BATON ROUGE, LA	CITY OF COQUILLE, OR
CITY OF BEAVERTON, OR	CITY OF CORVALLI, OR
CITY OF BEND, OR	CITY OF CORVALLIS PARKS AND RECREATION
CITY OF BOARDMAN, OR	DEPARTMENT, OR
CITY OF BONANAZA, OR	CITY OF COTTAGE GROVE, OR
CITY OF BOSSIER CITY, LA	CITY OF DONALD, OR
CITY OF BROOKINGS, OR	CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT

ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT

ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT

KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT

PANGUITCH, UT  
 PARADISE, UT  
 PARAGONAH, UT  
 PARK CITY, UT  
 PAROWAN, UT  
 PAYSON, UT  
 PERRY, UT  
 PLAIN CITY, UT  
 PLEASANT GROVE CITY, UT  
 PLEASANT VIEW, UT  
 PLYMOUTH, UT  
 PORTAGE, UT  
 PRICE, UT  
 PROVIDENCE, UT  
 PROVO, UT  
 RANDOLPH, UT  
 REDMOND, UT  
 RICHFIELD, UT  
 RICHMOND, UT  
 RIVERDALE, UT  
 RIVER HEIGHTS, UT  
 RIVERTON CITY, UT  
 ROCKVILLE, UT  
 ROCKY RIDGE, UT  
 ROOSEVELT CITY CORPORATION, UT  
 ROY, UT  
 RUSH VALLEY, UT  
 CITY OF ST. GEORGE, UT  
 SALEM, UT  
 SALINA, UT  
 SALT LAKE CITY CORPORATION, UT  
 SANDY, UT  
 SANTA CLARA, UT  
 SANTAQUIN, UT  
 SARATOGA SPRINGS, UT  
 SCIPIO, UT  
 SCOFIELD, UT  
 SIGURD, UT  
 SMITHFIELD, UT  
 SNOWVILLE, UT  
 CITY OF SOUTH JORDAN, UT

SOUTH OGDEN, UT  
 CITY OF SOUTH SALT LAKE, UT  
 SOUTH WEBER, UT  
 SPANISH FORK, UT  
 SPRING CITY, UT  
 SPRINGDALE, UT  
 SPRINGVILLE, UT  
 STERLING, UT  
 STOCKTON, UT  
 SUNNYSIDE, UT  
 SUNSET CITY CORP, UT  
 SYRACUSE, UT  
 TABIONA, UT  
 CITY OF TAYLORSVILLE, UT  
 TOOELE CITY CORPORATION, UT  
 TOQUERVILLE, UT  
 TORREY, UT  
 TREMONTON CITY, UT  
 TRENTON, UT  
 TROPIC, UT  
 UINTAH, UT  
 VERNAL CITY, UT  
 VERNON, UT  
 VINEYARD, UT  
 VIRGIN, UT  
 WALES, UT  
 WALLSBURG, UT  
 WASHINGTON CITY, UT  
 WASHINGTON TERRACE, UT  
 WELLINGTON, UT  
 WELLSVILLE, UT  
 WENDOVER, UT  
 WEST BOUNTIFUL, UT  
 WEST HAVEN, UT  
 WEST JORDAN, UT  
 WEST POINT, UT  
 WEST VALLEY CITY, UT  
 WILLARD, UT  
 WOODLAND HILLS, UT  
 WOODRUFF, UT  
 WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
 ASCENSION PARISH, LA, CLEAR OF COURT  
 CADDO PARISH, LA  
 CALCASIEU PARISH, LA  
 CALCASIEU PARISH SHERIFF'S OFFICE, LA  
 CITY AND COUNTY OF HONOLULU, HI  
 CLACKAMAS COUNTY, OR  
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR  
 CLATSOP COUNTY, OR  
 COLUMBIA COUNTY, OR  
 COOS COUNTY, OR

COOS COUNTY HIGHWAY DEPARTMENT, OR  
 COUNTY OF HAWAII, OR  
 CROOK COUNTY, OR  
 CROOK COUNTY ROAD DEPARTMENT, OR  
 CURRY COUNTY, OR  
 DESCHUTES COUNTY, OR  
 DOUGLAS COUNTY, OR  
 EAST BATON ROUGE PARISH, LA  
 GILLIAM COUNTY, OR  
 GRANT COUNTY, OR  
 HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR  
 HAWAII COUNTY, HI  
 HOOD RIVER COUNTY, OR  
 JACKSON COUNTY, OR  
 JEFFERSON COUNTY, OR  
 JEFFERSON PARISH, LA  
 JOSEPHINE COUNTY GOVERNMENT, OR  
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
 LAFAYETTE PARISH, LA  
 LAFAYETTE PARISH CONVENTION & VISITORS  
 COMMISSION  
 LAFOURCHE PARISH, LA  
 KAUAI COUNTY, HI  
 KLAMATH COUNTY, OR  
 LAKE COUNTY, OR  
 LANE COUNTY, OR  
 LINCOLN COUNTY, OR  
 LINN COUNTY, OR  
 LIVINGSTON PARISH, LA  
 MALHEUR COUNTY, OR  
 MAUI COUNTY, HI  
 MARION COUNTY, SALEM, OR  
 MORROW COUNTY, OR  
 MULTNOMAH COUNTY, OR  
 MULTNOMAH COUNTY BUSINESS AND COMMUNITY  
 SERVICES, OR  
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
 MULTNOMAH LAW LIBRARY, OR  
 ORLEANS PARISH, LA  
 PLAQUEMINES PARISH, LA  
 POLK COUNTY, OR  
 RAPIDES PARISH, LA  
 SAINT CHARLES PARISH, LA  
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
 SAINT LANDRY PARISH, LA  
 SAINT TAMMANY PARISH, LA  
 SHERMAN COUNTY, OR  
 TERREBONNE PARISH, LA  
 TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
 UMATILLA COUNTY, OR  
 UNION COUNTY, OR  
 WALLOWA COUNTY, OR  
 WASCO COUNTY, OR  
 WASHINGTON COUNTY, OR  
 WEST BATON ROUGE PARISH, LA  
 WHEELER COUNTY, OR  
 YAMHILL COUNTY, OR  
 COUNTY OF BOX ELDER, UT  
 COUNTY OF CACHE, UT  
 COUNTY OF RICH, UT  
 COUNTY OF WEBER, UT  
 COUNTY OF MORGAN, UT  
 COUNTY OF DAVIS, UT  
 COUNTY OF SUMMIT, UT  
 COUNTY OF DAGGETT, UT  
 COUNTY OF SALT LAKE, UT  
 COUNTY OF TOOELE, UT  
 COUNTY OF UTAH, UT  
 COUNTY OF WASATCH, UT  
 COUNTY OF DUCHESNE, UT  
 COUNTY OF UINTAH, UT  
 COUNTY OF CARBON, UT  
 COUNTY OF SANPETE, UT  
 COUNTY OF JUAB, UT  
 COUNTY OF MILLARD, UT  
 COUNTY OF SEVIER, UT  
 COUNTY OF EMERY, UT  
 COUNTY OF GRAND, UT  
 COUNTY OF BEVER, UT  
 COUNTY OF PIUTE, UT  
 COUNTY OF WAYNE, UT  
 COUNTY OF SAN JUAN, UT  
 COUNTY OF GARFIELD, UT  
 COUNTY OF KANE, UT  
 COUNTY OF IRON, UT  
 COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR  
 BATON ROUGE WATER COMPANY  
 BEND METRO PARK AND RECREATION DISTRICT  
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
 BOARDMAN PARK AND RECREATION DISTRICT  
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
 CITY OF BOGALUSA SCHOOL BOARD, LA  
 CLACKAMAS RIVER WATER  
 CLATSKANIE PEOPLE'S UTILITY DISTRICT  
 CLEAN WATER SERVICES

CONFEDERATED TRIBES OF THE UMATILLA INDIAN  
 RESERVATION  
 COOS FOREST PROTECTIVE ASSOCIATION  
 CHEHALEM PARK AND RECREATION DISTRICT  
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
 EUGENE WATER AND ELECTRIC BOARD  
 HONOLULU INTERNATIONAL AIRPORT  
 HOODLAND FIRE DISTRICT #74  
 HOUSING AUTHORITY OF PORTLAND  
 ILLINOIS VALLEY FIRE DISTRICT  
 LAFAYETTE AIRPORT COMMISSION, LA

LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION  
 3  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 MEDFORD WATER COMMISSION  
 MELHEUR COUNTY JAIL, OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION  
 COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
 NORTHEAST OREGON HOUSING AUTHORITY, OR  
 PORT OF BRANDON, OR  
 PORT OF MORGAN CITY, LA  
 PORTLAND DEVELOPMENT COMMISSION, OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR

OREGON COAST COMMUNITY ACTION  
 OREGON HOUSING AND COMMUNITY SERVICES  
 OREGON LEGISLATIVE ADMINISTRATION  
 ROGUE VALLEY SEWER, OR  
 SAINT LANDRY PARISH TOURIST COMMISSION  
 SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM MASS TRANSIT DISTRICT  
 SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 TRI-COUNTY METROPOLITAN TRANSPORTATION  
 DISTRICT OF OREGON  
 TUALATIN HILLS PARK & RECREATION DISTRICT  
 TUALATIN VALLEY FIRE & RESCUE  
 TUALATIN VALLEY WATER DISTRICT  
 WILLAMALANE PARK AND RECREATION DISTRICT  
 WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT

GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT  
 HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 MARION COUNTY SCHOOL DISTRICT  
 MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J  
 MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MULTISENSORY LEARNING ACADEMY



MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT  
 YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING & SCIENCE  
 (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL  
 SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT  
 BEAVER SCHOOL DISTRICT, UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA),  
 UT  
 BOX ELDER SCHOOL DISTRICT, UT  
 CBA CENTER, UT

CACHE SCHOOL DISTRICT, UT  
 CANYON RIM ACADEMY, UT  
 CANYONS DISTRICT, UT  
 CARBON SCHOOL DISTRICT, UT  
 CHANNING HALL, UT  
 CHARTER SCHOOL LEWIS ACADEMY, UT  
 CITY ACADEMY, UT  
 DAGGETT SCHOOL DISTRICT, UT  
 DAVINCI ACADEMY, UT  
 DAVIS DISTRICT, UT  
 DUAL IMMERSION ACADEMY, UT  
 DUCHESNE SCHOOL DISTRICT, UT  
 EARLY LIGHT ACADEMY AT DAYBREAK, UT  
 EAST HOLLYWOOD HIGH, UT  
 EDITH BOWEN LABORATORY SCHOOL, UT  
 EMERSON ALCOTT ACADEMY, UT  
 EMERY SCHOOL DISTRICT, UT  
 ENTHEOS ACADEMY, UT  
 EXCELSIOR ACADEMY, UT  
 FAST FORWARD HIGH, UT  
 FREEDOM ACADEMY, UT  
 GARFIELD SCHOOL DISTRICT, UT  
 GATEWAY PREPARATORY ACADEMY, UT  
 GEORGE WASHINGTON ACADEMY, UT  
 GOOD FOUNDATION ACADEMY, UT  
 GRAND SCHOOL DISTRICT, UT  
 GRANITE DISTRICT, UT  
 GUADALUPE SCHOOL, UT  
 HAWTHORN ACADEMY, UT  
 INTECH COLLEGIATE HIGH SCHOOL, UT  
 IRON SCHOOL DISTRICT, UT  
 ITINERIS EARLY COLLEGE HIGH, UT  
 JOHN HANCOCK CHARTER SCHOOL, UT  
 JORDAN DISTRICT, UT  
 JUAB SCHOOL DISTRICT, UT  
 KANE SCHOOL DISTRICT, UT  
 KARL G MAESER PREPARATORY ACADEMY, UT  
 LAKEVIEW ACADEMY, UT  
 LEGACY PREPARATORY ACADEMY, UT  
 LIBERTY ACADEMY, UT  
 LINCOLN ACADEMY, UT  
 LOGAN SCHOOL DISTRICT, UT  
 MARIA MONTESSORI ACADEMY, UT  
 MERIT COLLEGE PREPARATORY ACADEMY, UT  
 MILLARD SCHOOL DISTRICT, UT  
 MOAB CHARTER SCHOOL, UT  
 MONTICELLO ACADEMY, UT  
 MORGAN SCHOOL DISTRICT, UT  
 MOUNTAINVILLE ACADEMY, UT  
 MURRAY SCHOOL DISTRICT, UT  
 NAVIGATOR POINTE ACADEMY, UT  
 NEBO SCHOOL DISTRICT, UT  
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
 (NUAMES), UT

NOAH WEBSTER ACADEMY, UT  
NORTH DAVIS PREPARATORY ACADEMY, UT  
NORTH SANPETE SCHOOL DISTRICT, UT  
NORTH STAR ACADEMY, UT  
NORTH SUMMIT SCHOOL DISTRICT, UT  
ODYSSEY CHARTER SCHOOL, UT  
OGDEN PREPARATORY ACADEMY, UT  
OGDEN SCHOOL DISTRICT, UT  
OPEN CLASSROOM, UT  
OPEN HIGH SCHOOL OF UTAH, UT  
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
PARADIGM HIGH SCHOOL, UT  
PARK CITY SCHOOL DISTRICT, UT  
PINNACLE CANYON ACADEMY, UT  
PIUTE SCHOOL DISTRICT, UT  
PROVIDENCE HALL, UT  
PROVO SCHOOL DISTRICT, UT  
QUAIL RUN PRIMARY SCHOOL, UT  
QUEST ACADEMY, UT  
RANCHES ACADEMY, UT  
REAGAN ACADEMY, UT  
RENAISSANCE ACADEMY, UT  
RICH SCHOOL DISTRICT, UT  
ROCKWELL CHARTER HIGH SCHOOL, UT  
SALT LAKE ARTS ACADEMY, UT  
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
SALT LAKE SCHOOL DISTRICT, UT  
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT  
SAN JUAN SCHOOL DISTRICT, UT  
SEVIER SCHOOL DISTRICT, UT  
SOLDIER HOLLOW CHARTER SCHOOL, UT  
SOUTH SANPETE SCHOOL DISTRICT, UT

SOUTH SUMMIT SCHOOL DISTRICT, UT  
SPECTRUM ACADEMY, UT  
SUCCESS ACADEMY, UT  
SUCCESS SCHOOL, UT  
SUMMIT ACADEMY, UT  
SUMMIT ACADEMY HIGH SCHOOL, UT  
SYRACUSE ARTS ACADEMY, UT  
THOMAS EDISON - NORTH, UT  
TIMPANOGOS ACADEMY, UT  
TINTIC SCHOOL DISTRICT, UT  
TOOELE SCHOOL DISTRICT, UT  
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS,  
UT  
UINTAH RIVER HIGH, UT  
UINTAH SCHOOL DISTRICT, UT  
UTAH CONNECTIONS ACADEMY, UT  
UTAH COUNTY ACADEMY OF SCIENCE, UT  
UTAH ELECTRONIC HIGH SCHOOL, UT  
UTAH SCHOOLS FOR DEAF & BLIND, UT  
UTAH STATE OFFICE OF EDUCATION, UT  
UTAH VIRTUAL ACADEMY, UT  
VENTURE ACADEMY, UT  
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS  
AND TECHNOLOGY, UT  
WALDEN SCHOOL OF LIBERAL ARTS, UT  
WASATCH PEAK ACADEMY, UT  
WASATCH SCHOOL DISTRICT, UT  
WASHINGTON SCHOOL DISTRICT, UT  
WAYNE SCHOOL DISTRICT, UT  
WEBER SCHOOL DISTRICT, UT  
WEILENMANN SCHOOL OF DISCOVERY, UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA

LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF  
HAWAII  
ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT ATTORNEY  
STATE OF UTAH



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