Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal.

QUESTI	IONNAIRE & EVALUATION CRITERIA :
X P	PROPOSAL FORM 1: QUESTIONNAIR E & EVALUATION CRITERIA
OTHER	REQUIRED PROPOSAL FORMS:
X	PROPOSAL FORM 2: CERTIFICATIONS AND LICENSES
X	PROPOSAL FORM 3: CLEAN AIR AND WATER ACT
X	PROPOSAL FORM 4: DEBARMENT NOTICE
X	PROPOSAL FORM 5: LOBBYING CERTIFICATION
X P	PROPOSAL FORM 6: CONTRACTOR CERTIFICATION REQUIREMENTS
X F	PROPOSAL FORM 7: ANTITRUST CERTIFICATION STATEMENTS
X F	PROPOSAL FROM 8: IMPLEMENTATION OF HOUSE BILL 1295
X F	PROPOSAL FROM 9: BOYCOTT CERTIFICATION AND TE RRORIST STATE CERTIFICATION
X P	PROPOSAL FORM 10: RESIDENT CERTIFICATION
X F	PROPOSAL FORM 1 1: FEDERAL FUNDS CERIFICATION FORM
P	PROPOSAL FORM 1 2: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS
P	PROPOSAL FORM 1 3: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)
P	PROPOSAL FORM 1 4: NON -COLLUSION AFFIDAVIT
P	PROPOSAL FORM 1 5: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)
P	PROPOSAL FORM 16: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
X P	PROPOSAL FORM 17: STOCKHOLDER DISCLOSURE CERTIFICATION
X P	PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM
X F	PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT
X	PROPOSAL FORM 20: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

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PROPOSAL FORM 21: VENDOR CONTRACT AND SIGNATURE FORM

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PROPOSAL FORM 1: 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 <u>may</u> 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.

Evaluation	Question	Answer
Criteria		
Basic Information		
Required information for notification of RFP	What is your company's official registered name?	E3 Entegral Solutions, LLC
results	What is the mailing address of your company's headquarters?	2040 Highland Village Drive, Suite 100 Highland Village, TX 75077
	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.	Mike Cothran, Business Development Representative mcothran@e3es.com 817.528.4421
Performance Cap	ability (30 Points)	

Breadth of products and services provided	Describe the products and services your company offers in response to the scope of this RFQ.	E3 is an independent, Texas-based company providing holistic solutions to K-12 public, charter, and parochial schools that reduce energy budget dollars and leverage those dollars deferred maintenance issues. Offering comprehensive solutions for all types of facilities, our expertise is in HVAC system design and replacements, LED lighting design and retrofits, automation systems, MEP design, energy auditing, water conservation, and ongoing performance management.	SERVICES OFFERED BY E3 ESSER - TEA Construction Pre-Approval Assistance ESSER - Federal Documentation Assistance Preliminary Utility Assessment (PUA)	x x x	private, to solve building		
		A comprehensive list of services offered by E3 may be found in the Services Chart to the	Energy Modeling and Analysis Engineering and Design Utility Assessment Report (UAR) Construction Management Retro-Commissioning Control System Integration Project Economic Analysis Savings Guarantees Measurement & Verification (M&V) HVAC Training Building Automation Operation Training Energy Management Training	X X X X X X X X X X	right.		
Demonstrated ability to provide best-in-class products and services to the Equalis Group membership	Please provide an overview of your products and services. Please be specific; your answer to this question, along with products/services provided in your pricing file will be used to evaluate your offering.	between separate design and construction companies. E3 offers a full suite of services including engineering, design, audit equipment selection and installation, monitoring and verification, and training. E3 perform all work required for the development phase of projects with our in-house engineering team. E3 subcontracts med roofing, water & wastewater trades as part of a comprehensive project, but all aspects of a project agreement between E3 and engineered and managed by E3. E3's Performance Management group provides a wide variety of services for our clients after the project is completed, including engineering, design, audit equipment selection and installation, monitoring and verification, and training.					
	Describe how you administer your financing Guarantee. Please include your insurance or other financial backing to support the guarantee.	Indicated kiosk, and community outreach initiatives if desired by the client. MEASUREMENT AND VERIFICATION OF RESULTS The Measurement and Verification (M&V) Plan is an important step in verifying the results act to develop the appropriate M&V plan for the project: 30% Review – Evaluation of targeted energy conservation measures with client 60% Review – Target and review applicable M&V options for each ECM with the 90% Review – Refine M&V options based on final energy conservation measures.	nt he client	ollowing	process		
		Once the proper planning has been completed, and the final energy conservation measure written. E3 is committed to satisfying the goals outlined by the M&V plan and will guarante difference. M&V options, as well as our approach and philosophy, follow.	•	•			

Option A	Partially Measured Retrofit Isolation	Savings are calculated
	Savings are determined by partial field measurement of the energy use of the system(s) to which an ECM was applied, separate from the energy use of the rest of the facility. Measurements may be either short-term or continuous. Partial measurement means that some but not all parameter(s) may be stipulated if the total impact of	Engineering calculations using short-term or continuous measurements and stipulations (assumptions).
	possible stipulation error(s) is not significant to the resultant savings. Careful review of ECM design and installation will ensure that stipulated values fairly represent the probable actual value. Stipulations should be shown in the M&V Plan along with analysis of the significance of the error they may introduce.	Typical applications are Lighting retrofit where power draw is measured before and after the retrofit. Operating hours of the lights are assumed and agreed to by all parties.
Option B	Retrofit Isolation Savings are determined by field measurement of the energy use of the systems to which the ECM was applied, separate from the energy use of the rest of the facility. Short-term or continuous measurements are taken throughout the post-retrofit period.	Savings are calculated Engineering calculations using short-term or continuous measurements. Typical applications are
		Replacement of a constant speed air system with a variable speed system.
Option C	Whole Facility / Main Meter	Savings are calculated
	Savings are determined by measuring energy use at the whole facility level (the main utility meters). A preretrofit baseline is established, typically by tuning the historical utility bills to normalize weather, and is used to compare to future utility usage. When new bills arrive,	Analysis of whole facility utility meter or sub- meter data using techniques from simple comparison to

billing cycle, as well as any other adjustment factors in the contract, and subtracted from the baseline bill to calculate the savings.

Typical applications are...

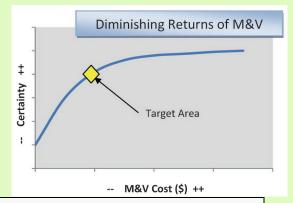
Multifaceted energy management program affecting many interacting systems in a building, and when accuracy is extremely critical.

APPROACH TO VERIFYING SAVINGS

Savings verification methods vary in cost and value and must be carefully matched to the needs of the client. E3's approach to verifying savings is to discuss all available options, and their associated costs and benefits, with the client to determine the appropriate methods. E3 commits to providing the client with the proper amount of savings verification based on need and economic value.

Since specific energy conservation measures result in varying costs and benefits to the client, there is not a "one size fits all" application of the four IPMVP options for every client and project. Rather, we prefer to work with the client during the detailed study phase of a project to develop the right application of measurement and verification. This ensures that the client receives the appropriate level of M&V based on their specific requirements.

Generally speaking, as M&V costs increase, certainty in the savings increase. However, the more the client pays for M&V, the less funds there will be for capital improvements. The graphic above illustrates the "diminishing returns" effect of M&V costs versus certainty.



Frequency of reconciliation:	Annually, within 60 days of the anniversary date of guaranteed commencement.				
Repayment of missed savings:	E3 will reimburse the Owner for any shortfall of guaranteed savings				
Any situations that would void the guarantee:	Owner breach of contract.				
If measured specific guarantees are or are not used, explain how and to what extent:	ed, Measured specific guarantees are used when it makes sense and the Owne agrees that it is the correct method for the application, providing ar acceptable level of accuracy for the cost.				
If stipulated savings are to be used, explain how and to what extent:	Examples may be lighting retrofits in portable buildings, where the cost of measuring and verifying negate any energy savings benefit.				

GUARANTEE OF ENERGY SAVINGS (IF OFFERED)

PERFORMANCE MANAGEMENT

Performed by E3 In-House

Performance Management encompasses more than just measuring and verifying savings; it is the process of ensuring that the results promised are achieved. Providing results requires proactive management of key variables, such as schedules, sequences, and other strategies. The E3 Edge Program is a proactive program that continually monitors clients' buildings and provides indicators of operational efficiency. E3's performance management team monitors daily reports that show 24-hour operation of monitored facilities. E3 analyzes the reports and communicates identified issues with assigned client personnel to work together to resolve the problems immediately.

E3 EDGE PROGRAM - AN AUXILIARY OFFERING TO REDUCE MAINTENANCE

E3 offers our EDGE Program, which provides proactive energy management and support functions to a client's operations staff while generating energy savings and reducing maintenance costs. Under the EDGE Program, E3 utilizes our EDGE software in conjunction with your existing energy management systems to proactively assist you with all aspects of operating your facilities in a comfortable and efficient manner. This service includes both remote and on-site assistance (when deemed appropriate) with seasonal adjustments to schedules, setup/setback temperatures, and sequences of operations. This service works best when you have a dedicated contact person responsible for managing the energy management control system. E3 will communicate on a regular basis with this person to proactively monitor and adjust the energy management systems to maximize energy efficiency without sacrificing comfort in the learning environment.

Operations Reporting

E3 will create regular reports for you summarizing operational variables, such as runtime, temperatures, and overrides. Furthermore, E3 will monitor and notify you of any issues that need attention. Running reports and communicating issues with you on a frequent basis will improve the likelihood of achieving and surpassing energy savings predictions.

On-Call Support

E3 will provide on-call technical support and troubleshooting assistance related to the installed scope of work.

Energy Efficiency Consulting and Design-Build Services

Often, during the term of an EDGE agreement, a client will engage in further building projects or modifications and request assistance with the energy efficiency aspects of those projects. E3 is available to perform a wide range of services, including consulting on building system types and energy efficiency.

Advantages and benefits of the EDGE Program include:

- Timely and frequent reporting on the status of systems, enabling proper adjustments/corrective action to occur thus improving comfort and efficiency.
- Direct support from E3 to assist you in identifying issues and making appropriate system changes
- On-call and in-person support when requested

E3 Results

The following table demonstrates a sample of E3 projects with regards to Actual Savings Performance on prior projects. This information is related to savings projections, achieved savings, and Measurement and Verification of savings.

Project	Contract Date	Contract Value	Yearly Guarantee	Stage of Project	Annual Savings Achieved	Performance (% of Guarantee)
Aransas Pass ISD	13-Jun	\$1,559,832	\$128,283	M&V	\$151,330	118%
Banquete ISD	14-Dec	\$2,415,268	\$60,260	Installation	N/A	N/A
BDA	29-Apr	\$3,565,713	\$434,987	M&V	\$524,476	121%
Ben Bolt-Palito Blanco ISD	16-May	\$945,670	\$81,810	M&V	\$97,541	119%
Bishop CISD	17-Apr	\$1,036,716	\$90,874	M&V	\$71,981	79%
Bowie ISD	9-May	\$2,797,979	\$167,904	M&V	\$171,322	102%
Brackett ISD	26-Aug	\$1,220,790	\$42,533	M&V	\$47,591	112%
Brownsville ISD	18-Aug	\$12,566,821	\$322,315	M&V	\$520,132	161%
Charlotte ISD		\$342,048	\$45,130	M&V	\$48,551	108%
Cross Roads ISD	16-Jun	\$870,266	\$43,790	M&V	\$46,988	107%
DeSoto ISD	17-May	\$5,094,849	\$464,265	M&V	\$493,309	106%
Donna ISD	15-Nov	\$7,947,341	\$716,984	M&V	\$927,970	129%
Eagle Pass ISD	15-Oct	\$6,786,863	\$601,950	Year 1	N/A	N/A
Edcouch-Elsa ISD	15-May	\$6,943,436	\$282,849	M&V	\$292,439	103%
Edgewood ISD	17-Aug	\$11,326,163	\$1,053,920	2nd Year	\$1,396,728	133%
Ferris ISD	16-May	\$896,910	\$85,677	M&V	\$85,677	100%
Gainesville ISD	13-Jun	\$1,486,979	\$107,935	M&V	\$120,824	112%
Granbury ISD	13-Apr	\$5,481,279	\$240,178	M&V	\$281,863	117%
Greenville ISD	11-Feb	\$2,769,502	\$221,000	M&V	\$336,758	152%
Hearne ISD	15-Aug	\$1,474,364	\$57,703	M&V	\$65,593	114%
Hondo ISD	14-Dec	\$3,324,548	\$164,118	M&V	\$164,118	100%
Ingram ISD	11-Mar	\$584,870	\$65,201	M&V	\$80,488	123%
Jim Hogg County ISD	8-Feb	\$3,559,112	\$68,286	M&V	\$72,314	106%
Lake Worth ISD	15-Jun	\$3,388,215	\$207,246	Year 1	N/A	N/A
Lyford CISD	13-Oct	\$1,468,485	\$134,716	M&V	\$142,448	106%
Manor ISD	16-Dec	\$10,282,698	\$293,239	M&V	\$333,206	114%
Marion ISD	13-Apr	\$1,661,523	\$33,284	M&V	\$58,353	175%
Mercedes ISD	12-Jun	\$9,518,222	\$603,826	M&V	\$760,263	126%
Odem-Edroy ISD	15-Dec	\$1,580,367	\$86,454	Installation	N/A	N/A

Raymondville ISD	9-Jun	\$7,574,770	\$178,100	Installation	N/A	N/A
Rio Grande City CISD	17-Nov	\$7,226,708	\$635,658	M&V	\$658,790	104%
Robstown ISD	13-Jun	\$5,577,188	\$499,629	M&V	\$851,238	170%
Royal ISD	15-May	\$1,865,183	\$152,618	M&V	\$221,651	145%
Santa Fe ISD	15-Jan	\$1,004,246	\$90,767	M&V	\$105,816	117%
Sierra Blanca ISD	18-Aug	\$398,597	\$17,654	M&V	\$18,774	106%
Skidmore-Tynan ISD	18-Oct	\$573,736	\$53,295	M&V	\$56,378	106%
Texas Facilities Commission	20-Mar	\$2,151,094	\$222,939	Year 1	N/A	N/A
Valley View ISD	17-Jun	\$1,769,968	\$258,243	M&V	\$263,928	102%
Weslaco ISD	14-Jun	\$12,595,868	\$639,592	M&V	\$698,683	109%

Please outline any other services you provide such as consultation, software, equipment rentals, financial services, etc.

SECO FUNDING EXPERIENCE

It is critical for a good performance contracting team to understand project finance and how projects impact our clients financially. E3 has significant experience and a firm understanding of this financing program, and all the forms, requirements, and paperwork that accompany SECO-funded projects. When the SECO Cool Schools grants were made available to public school districts, E3 helped 61 Texas clients apply for Cool Schools grants and successfully implemented, documented, and secured reimbursement for 21 districts—the most in the State.

Please see the following charts for a list of E3's SECO funded projects through the years. Each of the entities listed below received funding from a SECO program:

SECO LoanSTAR Program-2018-Present

Brenham ISD	Bryan ISD	Caldwell ISD	Cedar Hill ISD	Corsicana ISD
Bushland ISD	Jasper ISD	Rio Hondo ISD	Silsbee ISD	Bellevue ISD
Texas Facilities Commission- ESPC				
Phase 2 and Phase 4				

SECO LED Grant Program 2021-2022

Hansford County	City of Spearman	Graham ISD	Leary ISD	Spearman ISD
East Bernard ISD	Royal ISD			

SECO HVAC Loan Program-2016

Balmorhea ISD	Cross Road	s ISD Chico ISD	Sabine ISD	Trenton ISD
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SECO HVAC Loan Program-2015

Lipan ISD	Silsbee ISD	Normangee ISD	Latexo ISD	Snook ISD
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SECO HVAC Grant Program-2013

		New Diana ISD	Poolville ISD					
		SECO Cool Schools Grant P		T				
		Axtell ISD	Broaddus ISD	Celeste ISD	Cumby ISD	D'Hanis ISD		
		Eastland ISD	Granger ISD	Jonesboro ISD	Knippa ISD	Poteet ISD		
		Poth ISD	Ralls ISD	Robstown ISD	Rosebud-Lott ISD	San Antonio ISD		
		Tom Bean ISD	Valley Mills ISD				_	
				•			E3 EDGE	
		Program					20 2002	
		The E3 Edge Program is a p	3 Edge Program is a proactive program that continually monitors clients' buildings and provides indicators of operational efficiency, offer					
					generating energy savings an			
					h our clients' existing energy i			
					he reports daily and commun environments, and maximun			
					ional issues quickly and effect			
		and learning environments		fort, efficiency, and operat	ional issues quickly and effect	ively to deliver the best e	ducational	
			p					
		Operations Reporting						
					e, temperatures, and override			
					sues with clients on a frequer	nt basis improves the likel	ihood of	
		achieving and surpassing e	nergy savings predictions					
		On-Call Support						
		• •	al support and troublesho	ooting assistance related to	the installed scope of work.			
		·		, and the second	·			
		Advantages and Benefits of						
			ent reporting on the state	us of systems, enabling pro	per adjustments/corrective ad	ction to occur thus improv	ving comfort	
		and efficiency.						
		 Direct support from On-call and in-person support 	•	ntifying issues and making a	appropriate system changes			
History of meeting	Outline the method			ufacturers and vendors eas	ger to sell their products. We l	know that every client is u	unique and	
the shipping and	in which your				E3 has chosen to stay product			
delivery timelines	products are	that our commitment to pr						
,	delivered to		•					
	customers, including				jects, E3 is the exclusive distr			
	whether your				3 informs our clients on the b			
	products are			commitment to be product	and manufacturer independe	ent to ensure we fit each o	client and	
	provided through dealers or	project with the most appr	opriate solution.					
	distributors and how	F3 maintains relationshins	with all major manufactu	rers and product vendors to	o ensure we stay abreast of cl	hanges in cost lead times	and	
	you work with those	availability. E3 is also comn	•	•	•	idinges in cost, lead tillles	, unu	
	dealer/distributors.	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2						

	Indicate the typical timeframe for products to be received after an order is placed. Outline how you work with customers to schedule shipping time frames.	As an illustration, the COVID-19 pandemic induced many clients to implement indoor air quality improvements (IAQ) in their facilities. With the drastic increased demand for IAQ products, some companies had a difficult time sourcing quality, proven technologies from reputable manufacturers. Because of E3's commitment to continual and thorough product and technology research, our engineers had researched IAQ solutions and composed comparison tables and white papers on the subject years before the COVID-19 pandemic. In fact, E3 has been installing needlepoint bi-polar ionizers (NBPI) since 2019. This commitment to technology research also allowed E3 to source and install over 15,000 needlepoint bi-polar ionizers (NBPI) in one our clients' facilities during the height of the pandemic Not applicable.
Return and restocking fees, shipping charges, and all other fees	Describe your process for handling customer returns, including any associated fees or charges	Not applicable.
	Is there a minimum order amount before a delivery is made? If so, please indicate that amount.	Not applicable.
	Outline any other charges or fees that may be incurred by customers.	NO CHANGE ORDERS Our clients never receive a change order from E3 that was not a result of additional work requested by the client. E3 is a turnkey performance contracting design-build firm that delivers projects for the proposed price. If we miss something, we fix it out of our pocket and work on it until it is done right. We are EXPERIENCED, EFFECTIVE, AND EFFICIENT and we deliver excellence the first time.
Response to emergency orders and requests	Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests	E3 provides on-call technical support and troubleshooting assistance related to the installed scope of work. E3's business model does include the requirement for ongoing maintenance contracts. Our experience has shown that most school district desire to be fully self-sufficient. Our approach to this is simple – We design and install systems that closely match the technical capabilities of our clients. We develop initial training programs to support our clients' existing staff that enable them to maintain the systems we install. If a district does not retain a maintenance staff that possess the required skills and capabilities to perform the needed maintenance of installed systems, we routinely work with the district to evaluate the best alternative to provide the required services. This includes:
		 Seeking local companies to supplement the district with maintenance services Including extended manufacturer warranties Including extended maintenance services with the initial project
		We work with our clients to identify these areas and assist in developing cost-effective strategies to provide and/or supplement required maintenance services to ensure equipment is properly maintained and functioning properly.

Customor	Docaribousur	F2 provides are call to that	and compart and troubleshooting assistance related to the installed same of world. As wearlinged shows 50/s business
Customer	Describe your		cal support and troubleshooting assistance related to the installed scope of work. As mentioned above, E3's business
service/problem	company's Customer	model does not include th	e requirement for ongoing maintenance or customer service contracts.
resolution	Service Department		
	(hours of operation,		
	how you resolve		
	issues, number of		
	service centers, etc.).		
Capabilities related	Provide relevant	Not applicable.	
to ordering, returns	information		
and reporting	regarding your		
	ordering process,		
	reporting process.		
	Include any specific		
	consultation you		
	provide to customers		
	during this process.		
Training &	Describe training or	We believe that ongoing t	raining is vital to the success of any design-build project. We do not believe in training personnel after the installation of
Implementation	support you provide		ay. Rather, we believe in engaging with personnel in understanding how energy savings are accomplished. This can be
mplementation	to help agencies		evior modification, identification of new energy conservation measures, or ongoing commissioning of existing equipment.
	understand how to		ship with continuous training, our clients greatly increase the chances of project success. Training is typically performed
			etails are discussed and mutually agreed upon. E3 can provide the following training options:
	utilize the spaces and	on-site by Es personnel. D	etails are discussed and indicually agreed upon. Es can provide the following training options.
	technology		
	equipment being	Factory Training	Factory training on any HVAC equipment replaced within the district facilities, including such manufacturers as York,
	installed.		Carrier, Lennox, or Trane.
			ourner) 25 months of the control of
		Field Training	On-site training on the effective use of energy management systems, including navigating the graphical user interface,
			adjusting schedules and set points, diagnosing problems, reviewing sequences of operation, and more.
			augusting conceaned and set perints, and meshing providing, retreating conquented or operation, and meshing
		Energy Management	Personnel training to proactively conserve energy through management of equipment and systems
			3,
		Measurement and	
		Verification	Personnel training to conduct sustainable M&V through bill analysis and spreadsheet calculations
		T CHINGGERON	
		Operations and	
		Maintenance	Personnel training on energy saving operations and maintenance techniques
		Advanced Energy	Descended training to implement a district energy notice and exacts a guiture of energy south a three-
		Management	Personnel training to implement a district energy policy and create a culture of energy saving throughout your facilities.
Other factors	Describe the capacity	E2 EDGE Drogram An An	
Other factors			
relevant to this	of your company to		am, which provides proactive energy management and support functions to a clients' operations staff while generating
section as	provide management		ing maintenance costs. Under the EDGE Program, E3 utilizes our EDGE software in conjunction with existing energy
submitted by the	reports, i.e.		proactively assist with all aspects of operating facilities in a comfortable and efficient manner. This service includes both
Respondent	consolidated billing		ance (when deemed appropriate) with seasonal adjustments to schedules, setup/setback temperatures, and sequences
	by location, time and	of operations.	

attendance reports,	0								
etc. for each eligible	Operations R	. •							
agency		egular reports su notifies clients of		~ .		uch as runtime	, temperatur	es, and overri	des for our clients. Furthermo
	On-Call Supp								
	E3 provides o	n-call technical s	support ar	nd troublesho	ooting assistar	nce related to th	e installed so	ope of work.	
			_			~			•
			nose proj	CC13. L3 13 ave	mable to peri	omi a wiac rang	ge of service.	s, including col	isatting on banding system type
Provide your safety	E3's EMR for	the current year	is 1.67.						
record, safety rating, EMR and worker's	Diagra caa a d	conv of E3's curr	ant FMR k	nelow:					
compensation rate	ricase see a c	copy of L3 3 curr							
where available.					PENSATIO	N EXPERIENC			
	NCCI) R	isk Name: E3 ENTE	GRAL SOL	UTIONS INC			Risk II	D: 421427941	
	R	ating Effective Date	e: 07/01/202	2 Produ	ction Date: 02/2	23/2022 State	: TEXAS		
	State Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losse	es Ballast	Act Inc Losses	Act Prim Losses	
	TX .07	11,498				, ,		,	
	(A) (B) (C) Exp					(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses	
	.07	11,498	17,393	5,895	227,500	24,625	246,524	19,024	
		Primary Loss	ses	Stabilizing	Value	Ratable Excess		Totals	
		(1)	С	* (1 - A) + G	(A)	* (F)	(J)		
	Actual	19,024	C	,		15,925		70,267	
	Former attend	. ,		, ,	' '			42 018	
	Expected	ARAP	FL		SARAP				
	F .						(J) / (K)	4.07	
i		ECTS A DECDEASE	= OF 709/ M	IEDICAL ONLY I		VOESS LOSS		1.07	
	DOLLARS WH	ERE ERA IS APPLIE	ED.	IEDICAL ONLY	RIWART AND E	.XCE33 LU33			
	Carrier: 156	360-030 Policy :	WC20902	25308	F	ff-Date: 07-01-20	21 Exn-Date:	07-01-2022	
	Please see a copy of E3's current EMR below: WORKERS COMPENSATION EXPERIENCE RATING Risk Name: E3 ENTEGRAL SOLUTIONS INC Rating Effective Date: 07/01/2022 Production Date: 02/23/2022 State: TEXAS								

Other factors relevant to this

No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination

section as		
submitted by the		
Respondent	 	
	d Experience (30 Poi	www.e3es.com
Respondent reputation in the	Provide a link to your company's website	www.e3es.com
marketplace	Please provide a brief	In 2009, DMI Corp. launched DMI Entegral Solutions Group (E3) as its energy services and design-build / performance contracting arm. Today, E3
Паткстріасс	history of your	stands on its own and has the experience and capability to develop, design, construct, commission, and manage performance on any major facility
	company, including	renovation, plant modification, or energy efficiency project, including renewable energy.
	the year it was	, , , , , , , , , , , , , , , , , , ,
	established.	Since 2009, E3 has completed over 275 projects in Texas K-12 school districts. In addition to design-build construction projects, we have consulted
		with over 350 additional clients over that time span. That makes us the fastest growing energy efficiency and conservation design-build contractor
		in Texas and the leader in Texas K-12 energy projects.
Past relationship	Have you worked	E3 has been a Region 10 sponsor and active in the Education Service Center's regional area since 2011.
with Region 10 ESC	with Region 10 in the	
and/or Region 10	past? If so, what was	E3 has completed 20 projects worth over \$34,000,000 in Region 10 school districts. Furthermore, E3 has consulted with almost all of the ~80
ESC members	the timeframe for	Region 10 public school districts.
Tunanianaa and	that work?	Freezistina Company Assessment Managery and Construct Managery
Experience and qualification of key	Please provide contact information	Executive Support, Account Manager, and Contract Manager Mike Cothran ● mcothran@e3es.com ● 817.528.4421
employees	and resumes for the	Wike Cothian ■ Incothian@eses.com ■ 617.526.4421
cilipioyees	person(s) who will be	Marketing
	responsible for the	Kelli Tharp ● ktharp@e3es.com ● 214.930.0174
	following areas.	
	Region 10 requests	Billing, Reporting, and Accounts Payable
	contacts to cover the	Pat Thompson ● pthompson@e3es.com ● 972.325.1919
	following:	
	* Executive Support	Please find resumes for Mike, Kelli, and Pat following this section.
	* Account Manager	
	* Contract Manager	
	* Marketing * Billing, reporting &	
	Accounts Payable	
Past experience	What are your	2019 - \$58,694,000
working with the	overall public sector	2020 - \$48,750,000
public sector	sales, excluding	2021 - \$34,911,000
	Federal Government,	2022 - \$94,000,000 YTD
	for last three (3)	
	years?	
	What is your strategy	E3 implements a combination of marketing strategies to reach our very targeted audience of Texas public sector decision makers. Our efforts
	to increase market share in the public	begin with highly personal marketing and consulting utilizing E3's dedicated business development representatives. Our business development team attends and sponsors industry events, regional ESC conferences and events, and present at relevant conferences.
	sector?	team attenus and sponsors industry events, regional ESC conferences and events, and present at relevant conferences.
	Sector:	

		re E3	awkins ISD, Llano ISD, Fair spective bond elections. also creates and dissemi pabilities to future client	rfield ISD, and Saint 100% of the K-12 b inates case study vi s. All of E3's videos	: Jo ISD by providing a vi ond propositions that E deos to showcase proje may be found at e3es.c	nts bond marketing services. E3 has as ariety of bond information collateral, and assisted market were passed by ects to the client's internal and externation/videos.	charts, and videos prior the district's taxpayers.	to their
Past experience in JOC estimation	What is your past experience working with JOC estimation, if any?	E3	has extensive experienc	e with JOC estimati	on utilizing RS Means.			
Minimum of 5	Provide a minimum		Client	Size	Contact	Title	Phone	
public sector customer references relating	of five (5) customer references for product and/or		Cedar Hill ISD	\$3,203,593	Josh Skains	Facilities and Grounds Director	972.291.1581	
to the products and	services of similar		Bryan ISD	\$6,421,852	Paul Buckner	Energy/Construction Project Mgr.	979.209.7062	
services within this RFP &	scope dating within the past 3 years.		Eagle Pass ISD	\$6,646,298	Rolando Salinas	Deputy SuptDistrict Operations	830.758.7078	
demonstrated ability to provide	Please include any demonstrated energy		Manor ISD	\$10,282,698	Mike Brooks	Former Director-Facilities & Ops	512.850.9197	
energy and conservation	and conservation savings. Please try to		TFC, ESPC Phase 2	\$2,151,094	Farshad Shahsavary	Energy and Engineering Manager	512.463.7366	
savings	provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume							



CEDAR HILL ISD

facility improvement & energy conservation program



OVERVIEW

E3 completed an energy efficiency and conservation program at Cedar Hill ISD designed to improve operational efficiency, safety, and comfort. The LED lighting portion of the project - \$1,468,700 - was financed through the SECO LoanSTAR program. E3 provided the Utilities Assessment Report (UAR) for submittal by Cedar Hill ISD to SECO, and also assisted CHISD with all facets of the LoanSTAR reporting and reimbursement process during construction.

THE COMPREHENSIVE PROJECT INCLUDED:

- Re-designed a wing at the high school involving 49 existing units, demolition of piping, electrical upgrades, new decking for HVAC mounting, ceiling grid replacement, and integration of EMS for new unit operation.
- District-wide LED retrofit (16,000+) fixtures, new Performing Arts LED, and controls.

- PROJECT FACTS:

- Design Start/Finish: April 2018-July 2018
- Construction Start/Finish: July 2018-June 2019
- Professional services organization:
 Single entity (E3) provided all aspects of Design-Build construction.

ORIGINAL VERSUS FINAL ANALYSIS:

Same, including the project price.

SECO LoneStar Simple Payback Term - 7.99 Years

YEAR COMPLETED 2018

DISTRICT CONTACT Josh Skains

Facilities and Grounds Director 972.291.1581

Kellie Spencer Deputy Superintendent kellie.spencer@chisd.net

TEAM MEMBERS Mike Cothran

Program Manager

Daniel Meyer, P.E. Engineer

Eric Meek Construction Manager

TOTAL CONTRACT \$3,203,593

TOTAL ANNUAL SAVINGS \$183,760 - SECO LoanSTAR Annual Savings

TYPE OF CONTRACT Design-Build

SOURCE OF FUNDING Fund Balance & LoanSTAR SECO Loan



BRYAN ISD SECO LoanSTAR Project

Bryan ISD and E3 Entegral Solutions have partnered to make over \$6M in energy efficiency improvements at BISD's facilities throughout 2020 and 2021. E3 was selected over eight other engineering firms to provide the required Utility Assessment Report to SECO for LoanSTAR funding, and E3 was later selected by BISD to provide the improvements on a design-build basis. Project details include:

- A comprehensive LED lighting retrofit, district-wide (24 facilities)
- Energy Management System optimization at 19 campuses
- Bipolar ionizer installation at 18 campuses and other ventilation adjustments
- Power conditioning improvements at 23 facilities

Estimated annual savings for Bryan ISD from these improvements is \$763,908, as detailed below:

UCRMTITLE	LIGHTING UPGRADES	EMS OPTIMIZATION	VENTILATION CONTROL	POWER CONDITIONING	
Electric Energy Savings (kWh/yr)	4,466,208	525,920	906,449	1,215,659	7,114,236
Demand Savings (kW/yr)	18,465	0	1,271	5,341	25,077
Electric Cost Savings (\$/yr)	\$413,454	\$21,668	\$195,270	\$116,459	\$746,851
Natural Gas Savings (MCF/yr)	-202	3,179	47	0	3,024
Natural Gas Cost Savings (\$/yr)	(\$1,141)	\$17,931	\$266	\$0	\$17,056
Total Savings (\$/yr)	\$412,313	\$39,599	\$195,537	\$116,459	\$763,908
UCRM Cost (\$)	\$3,467,334	\$437,772	\$1,364,970	\$953,140	\$6,223,216
Payback (yrs)	8.4	11.1	7.0	8.2	
Estimated UCRM Lifetime (yrs)	15	15	15	15	
UCRM Cost (\$)					\$6,223,216
UAR Study Cost (\$)					\$198,636
TOTAL COST (\$)					\$6,421,852
PAYBACK (YRS)					8.4

The SECO LoanSTAR program provides low-interest, fixed-rate loans to the public sector for energy efficiency projects. The interest rate for the Bryan ISD project was 2%, to be paid over the simple payback of the project.

Construction began in June 2020 and is in progress. E3 is able to demonstrate its ability to construct projects in "occupied retrofit" mode with projects like the one at Bryan ISD. Although the scope of work is expansive, E3 is able to install the project during the school year and with no disruption to Bryan ISD's educational mission.

Project facts:

Design Start/Finish: August 2019-January 2020

Construction Start/Finish: June 2020-To be completed by June 2021

Professional Services Organization: Single entity (E3) provided all aspects of design-build construction Original vs. final analysis: None to date



OYEAR COMPLETED 2021

OCLIENT

Paul Buckner, Energy & Construction Project Manager Paul.Buckner@bryanisd.org 979-209-7062

801 S. Ennis Street Bryan, Texas 77803

OTEAM MEMBERS

Vince Zubicek, Program Manager Steve Schliesing, P.E., Lead Engineer Brian Wachholz, P.E., Engineer Eric Meek, Lead Project Manager Jeff Freeman, Construction Management

TOTAL CONTRACT \$6,421,852 \$763.908 annual savings estimate

8.4 year project simple payback

TYPE OF CONTRACT Design-Build

PROJECT FUNDING
 SECO LoanSTAR Program



EAGLE PASS ISD

Energy Efficiency & Conservation Program



E3 completed a \$6,786,863 energy-efficiency and conservation program in Eagle Pass ISD that included HVAC Upgrades and Replacements at 9 facilities, LED retrofit district-wide, installation of Networkable Programmable Thermostats at 7 campuses, water conservation at 29 campuses, and power conditioning at 3 campuses. The project is guaranteed to save the school district approximately \$601,950 annually and \$9,029,250 during the next 15 years. The project includes:

- HVAC upgrades at 9 facilities 112 units total
- Retrofit of 23,763 fixtures converted to LED, district-wide
- 2,060 domestric plumbing retrofits district-wide

E3 provided all aspects of the Design-Build Construction.

OYEAR COMPLETED 2020

ODISTRICT CONTACT

Rolando Salinas, Deputy Superintendent for District Operations

830.758.7078 rsalinas3@eaglepassisd.net

1654 S. Veterans Blvd. Eagle Pass, TX 78852

•TEAM MEMBERS

Bill Savarino, Program Manager Vince Zubicek, Program Manager Daniel Meyer, P.E., Engineer

OTOTAL CONTRACT

\$6,786,863 15-year term

OTYPE OF CONTRACT

Energy Savings Performance Contract

OGUARANTEED ANNUAL SAVINGS

\$601,950 \$9,029,250 over 15 years



MANOR ISD

Facility Improvement & Energy Conservation Program



OVERVIEW

Manor ISD, with budgeting assistance from E3, allocated bond dollars to implement District-wide energy conservation and deferred maintenance upgrades. In order to ensure the proper operation of MISD's facilities for the start of school in August, much of this project was installed during the summer of 2017.

The \$10.2M energy efficiency and conservation project was guaranteed to reduce operating costs by approximately \$293,000, or 17%, annually for MISD. Energy efficiency rebates, procured through Austin Energy, exceeded \$100,000.

THE COMPREHENSIVE PROJECT INCLUDED:

- Creating a stable and comfortable learning environments
- Completing life-cycle upgrades to existing MISD facilities
- Implementing new technologies to benefit instruction
- Maximizing energy savings
- · Implementing a long-term plan to promote efficient buildings

PROJECT FACTS:

- Design Start/Finish: December 2016-March 2017
- Construction Start/Finish: March 2017- October 2018
- Professional services organization:

Single entity (E3) provided all aspects of Design-Build construction.

ORIGINAL VERSUS FINAL ANALYSIS:

Client-driven change orders for a transformer at Bluebonnet Trail Elementary, A compressor and PM at Presidential Meadows Elementary, wiring at Decker Elementary, refrigerant tanks, and a credit for self performing lighting installation at the transportation building. Total amount of \$25,520.

YEAR COMPLETED 2018

CLIENT

Mike Brooks Former Director of Facilities and Operations (Now at Salado ISD) 512.850.9197

TEAM MEMBERS

Vince Zubicek Program Manager

Daniel Meyer, P.E. Engineer

Don Meek Construction Management

TOTAL CONTRACT \$10,282,698, 15 years

TOTAL GUARANTEED SAVINGS \$293,239 annual

TYPE OF CONTRACT Design-Build

SOURCE OF FUNDING 2016 Bond Project



TEXAS FACILITIES COMMISSION

Facility Improvement & Energy Conservation Program - ESPC Phase II

AD COMPLETED

OVERVIEW

TFC began collaborating with E3 in 2018 on a plan to reduce energy costs and improve nine facilities owned by the Texas Facilities Commission.

Project details include project-wide LED lighting retrofits with dimming-capable LED lamps, power conditioning unit installations, and implementation of water conservation measures.

TFC utilized the low-interest SECO LoanSTAR financing program to fund the improvements in just under 10 years. E3's previous experience with the LoanSTAR program allowed for TFC to move seamlessly through the loan acquisition, design review, and the beginning stages of the payment reimbursement process.

The project was installed throughout 2020 and was completed in 2021.

The \$2.15M energy efficiency project is expected to reduce operating costs by \$222,939, or 16% annually for TFC.

YEAR COMPLETED 2021

• CLIENT

Farshad Shahsavary Energy and Engineering Manager Farshad.Shahsavary@tfc.texas.gov 512.463.7366

Lonnie Hsia Project Manager Nientzu.Hsia@tfc.texas.gov 512.463.1880 1711 San Jacinto, Austin, TX 78701

OTEAM MEMBERS

Doug Kirkley and Vince Zubicek Program Managers

Daniel Meyer, P.E. Engineer

Donald Todd and Nathaniel Snell, Construction Management

OTTAL CONTRACT

\$2,151,094, 9.9 years \$222,929 annual guarantee 10-year term

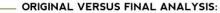
TYPE OF CONTRACT

Energy Savings Performance Contract

SOURCE OF FUNDING SECO LoanSTAR Program

PROJECT FACTS:

- Design Start/Finish: June 2019-November 2019
- Construction Start/Finish: March 2020 September 2021
- Professional services organization: Single entity (E3) provided all aspects of Design-Build construction



No-cost change order to provide dimming-capable LED tubes. A deductive change order of \$41,406.35 was applied to the project at final closeout due to cost savings in the lighting materials budget.



Certifications in the Industry	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	Additionally, please find a chart of references attached for E3 projects completed or under construction within the past three years of similar scope following this section. E3 holds all necessary licenses to provide professional engineering and services related to this project in the of Texas. Texas Board of Professional Engineers and Surveyors Certificate of Registration Number F-11481. Additionally, E3 team members carry many professional certifications and licenses that require continuous education and training. Each E3 engineer selected based on demonstrated competence and qualifications and is licensed in the State of Texas. E3 Entegral Solutions, Inc.
	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	Additionally, E3 team members carry many professional certifications and licenses that require continuous education and training. Certifications and licenses held by E3 employees including: Professional Engineer CEM: Certified Energy Manager PMP: Project Management Professional CDSM: Certified Demand Side Manager National Fire Protection Act LEED- Leadership in Energy and Environmental Design
Company profile and capabilities	certifications, as well as manufacturer certifications for sales and service must be included if applicable What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-	E3 is a design-build registered engineering firm and general contractor in the state of Texas.

Other factors	If your company is a	E3 is not owned or operated by anyone who has been convicted of a felony.
relevant to this	privately held	
section as	organization, please	
submitted by the	indicate if the	
Respondent	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.	
		irrent licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from
	, ,	al entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answe
	is required here.	
Financial Condition	on of Vendor (20 Po	ints)
Demonstrated	Demonstrate your	Click or tap here to enter text.
financial strength	financial strength	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
and bonding	and stability with	Bonding Capacity: Aggregate bonding capacity - \$100,000,000 Single bonding capacity - \$40,000,000
capacity	meaningful data.	Single bonding capacity - 540,000,000
	This could include,	E3 is debt-free, financially strong, and has sufficient working capital to execute over \$50
	but is not limited to,	million a year in contracts. E3 boasts solid financial performance with strong backlog
	such items as	and growth. Our bonding company holds an A.M Best Rating A (Excellent).
	financial statements,	
	SEC filings, credit &	Bonding Company and Agent: Liberty Mutual Insurance Company, Steve Rauch, Branch Manager 175 Berkeley Street, Boston, MA 02116
	bond ratings, letters	Baldwin-Cox Agency, Brady K. Cox, Agent
	of credit, and	5930 Preston View Blvd., Suite 200, Dallas, TX 75240
	detailed refence	
	letters	Current Bond Rating A.M. Best Rating of A (Excellent), Financial Size Category XV (\$2 Billion or Greater)
	Provide your	See above.
	company's current	
	bonding capacity.	
	Letters may be	
	attached in response	
	to Form 6.	
	What was your	2019 - \$58,694,000
	annual sales volume	2020 - \$48,750,000
	over last three (3)	2021 - \$34,911,000
	years?	2022 - \$94,000,000 YTD
Past litigation,	Provide information	E3 has not been party to any litigation or disputes with any owner of any amount in connection with any work performed at any point in the
bankruptcy,	regarding whether	company's history. None of E3's past or present owners, principal shareholders or stockholders, officers, or principals, have failed to complete a
reorganization,	your firm, either	construction contract while at E3 or while at another organization.

indication and directors of the past, has been plant for the past, has been directors of the past, has been plant for the past, has been plant for the past, has been plant for the past, has been involved in any integration. Sa has never had a dispute with a client over the completion schedule of a project.			
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bonkruptcy, or reorganization. • E 3 has not been involved in litigation related to design-build or performance contracting. • E 3 has not had an energy services contract terminated by the work. • E 3 has not had an energy services contract terminated by the vertices of the subcontractor plan, and/or pint wenture program MWBE status. MWBE status and/or Program Capabilities (10 Points) MWBE status program in place, subcontractor plan, and/or pint wenture program Please indicate whether you hold any diversity extitications, however, E3 makes a firm commitment to client's HUB subcontracting goals on their program in places. PHOSE SUBCONTRACTING TRADE OPPORTUNITIES OF RENEXY SAVINGS PREFORMANCE CONTRACT Our client's HUB subcontracting of the first to me certifications, however, E3 makes a firm commitment to client's HUB subcontractor. E3 has enjoyed developing marketing materials and coordinating HUB-related biid opportunities client in the past as demonstrated by the below first marketing content creation of the flier and related collateral, event invitation, and event presentation. Do you currently have a diversity program in place. Do you currently have a diversity program in place. 1 Do you currently have a diversity program in place. 1 Do you currently have a diversity program in place. 2 Solar PV Installation 1 Do you currently have a diversity program in place.		'	
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wenture program wentur	MWBE status,	Please indicate	E3 is not a HUB entity and does not hold any diversity HUB SUBCONTRACTING
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1 r · g · · · ·		program or	

	partnership through		
	Equalis Group?		
	Please attach any certif	fications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	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	After completing the design and scope of work, E3's construction manageme MWBEs and HUBs - to qualify potential subs, determine their expertise and fi	· · · · · · · · · · · · · · · · · · ·
Demonstrated ongoing MWBE program	ventures? 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.	A list of subcontractor evaluation criteria can be found in the subcontractor of selection process is outlined below. As mentioned above, E3 makes a good effort to advertise and market opportunities to HUB subcontractors during process. 1. Scope of Work Finalized by E3 and the District While completing the design and scope of work, E3's construction management team will start to qualify subcontractors to determine their expertise and financial capabilities, including required bonding capacity. 2. Types of Trades are Determined, and Subcontractor Specifications are Developed 3. Potential Subcontractors are Contacted 4. Procurements/Bids are Received by E3 Once bids are received, subcontractors will be vetted by E3's construction management team to ensure they meet or exceed E3's standards. This includes visiting past work sites and evaluating each criterion found in the Subcontractor Evaluation Criteria graphic on page two. 5. Final Selection of Subcontractors	Professional Affiliations and Associations Certifications Dunn and Bradstreet Rating Geographic Location Bandwidth Historically Underutilized Business Qualifications Customer and Professional References Experience with Specific Scope of Work Size of Company and Number of Employees Bonding Capacity Insurance Coverage Ability and Willingness to Comply with E3 Standard Contract Terms and Conditions Client Preference

Commitment to Service Equalis Group Members (10 Points)

Marketing plan, capability, and commitment

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.

To promote the Equalis contract, E3 plans to utilize current marketing practices as well as organize a direct mail campaign to all Region 10 members. E3 has utilized Region 10's Reach Magazine to market regional projects and will publicize projects utilizing the Equalis contract similarly.



S SCHOOL DISTRICTS WERE TASKED with the challenge of safely reopening schools last fall, Mesquite ISD (MISD) crafted a proactive and diversified plan with layered safety protocol and strategies. Part of our plan included an investment in tested technology to improve indoor air quality (IAQ).

HVAC systems help maintain healthy indoor environments by bringing in fresh air and controlling the removal of moisture, airborne bacteria, and carbon dioxide. Additional technological measures can further promote healthy IAQ by reducing the transmission of airborne pathogens.

MISD researched and vetted multiple technologies to find a proven and cost-effective product that would not impact current HVAC systems negatively. It was also a priority to find a technology without ongoing maintenance and annual, recurring maintenance costs. The administration and board of trustees ultimately approved Needlepoint Bipolar lonizers (Ionizers) manufactured by Global Plasma Solutions (GPS).

In addition to ensuring the IAQ technology was appropriate for our District, it was equally important to find a contractor with experience in the installation of Ionizers in existing HVAC systems. MISD contracted with E3, a Texas Design-Build contractor, to provide and install the new equipment on all HVAC units in the District

Over a three-month period, MISD installed 5,000 ionizers that will require virtually no maintenance or replacement costs for 10 years. In addition to

meeting the District's budget considerations, ionizers have been independently tested in controlled experiments with positive results. MISD Assistant Superintendent of Business Services, Pete Pape, stated, "GFS achieved a 99.4% reduction of COVID-19 surface strain within 30 minutes in an independent study in a controlled experiment."

"We believe this system will increase the air quality in our schools and buildings and allow for the cleanest air we can provide for the safety of students and staff," Pape explained. "Besides helping to battle COVID-19, GPS has been shown to aid in the removal of bacteria and viruses associated with tuberculosis, E. coli, and the common cold. It has also been shown to help eliminate allergens and even locker room odors."

The Needlepoint Bipolar Ionizer initiative will cost \$7.5 million over 10 years. Board Trustee, Robert Seward, stated, "I calculated \$20 per child per year, and that's a great investment."

"We believe this system will increase the air quality in our schools and buildings and allow for the cleanest air we can provide for the safety of students and staff."

Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and

E3's business development team is well-versed in public procurement processes and requirements. The leadership team has also made a commitment to building relationships with the Texas Education Agency and other governing authorities to have a direct line of communication should a question or concern materialize. With direct lines of access to governing bodies controlling audits, as well as attending regular legislative updates, the E3 team can competently answer most questions that arise.

consistently present	
the contract to public	
agency customers	
and answer any	
questions they might	
have concerning it.	
Acknowledge that	E3 agrees.
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	
Describe the capacity	E3 has full capacity to report monthly sales through this agreement to Equalis Group.
of your company to	
report monthly sales	
through this	
agreement to Equalis	
Group.	
Identify any contracts	E3 has been awarded contracts with Equalis, BuyBoard, TIPS, Region 5, and 791 Purchasing Cooperatives.
with other	Es has been awarded contracts with Equalis, Bayboard, 111 5, Region 5, and 7511 archasing cooperatives.
cooperative or	
government group	
purchasing	
organizations of	
which your company	
is currently a part of:	
If awarded a	To promote the Equalis contract, E3 plans to utilize current marketing practices as well as organize a direct mail campaign to all Region 10
contract, how would	members. E3 has utilized Region 10's Reach Magazine to market regional projects and will publicize projects utilizing the Equalis contract
 you approach	similarly.
agencies in regards	onimari _j .
to this contract?	
Please indicate how	
this would work for	
both new customers	
to your organization,	
as well as existing.	
	E3's headquarters and senior management team serve out of an office on the border of the Region 10 Education Service Center service area. E3
 Provide the number of sales	also has a dedicated business development representative and the VP of marketing dedicated to the Region 10 area.
UI SUIES	aiso has a dedicated positiess develophient representative and the VP of marketing dedicated to the region 10 died.

section as	representatives	25			
submitted by the	which will work on	rk on			
Respondent	this contract and	ınd			
	where the sales	es			
	representatives are	es are			
	located.				

Year	Client	City	St	Contact	Phone	Scope of Work	Contract Amount
2019	Bowie ISD	Bowie	TX	Blake Enlow, Supt.	940-872-1151	HVAC, Controls, RCx, Lighting	\$2,797,979.00
2019	Brenham ISD	Brenham	TX	Paul Aschenbeck, Dir. of Fac.	979-277-3700	Lighting, RCx	\$1,548,545.00
2019	Center ISD	Center	TX	Dr. Brian Morris	936-598-5642	HVAC, Controls	\$1,207,424.00
2019	Corsicana ISD	Corsicana	TX	Dr. Diane Frost	903-874-7441	HVAC, Electrical, Controls	\$1,814,437.00
2019	Gruver ISD	Gruver	TX	Wade Callaway, Superintendent	806-733-2001	HVAC, Controls, Lighting	\$1,267,041.00
2019	Marble Falls ISD	Marble Falls	TX	Michael Phillips	830-693-2046	HVAC, Controls, Lighting	\$4,979,889.00
2019	McLeod ISD - Phase II	Mc Leod	TX	Cathy May	903-796-7181	HVAC, Controls, Lighting	\$539,172.00
2019	Needville ISD	Needville	TX	Curtis Rhodes, Superintendent	979-793-4308	HVAC, Controls	\$876,826.00
2019	Rusk ISD	Rusk	TX	Grey Burton, Superintendent	903-683-5592	Controls, Stats, LED Parking Lot, Football field	\$1,156,491.00
2019	Sierra Blanca ISD	Sierra Blanca	TX	Ebby Loeffler, Supt. of School	915-369-3741	HVAC, Controls, Lighting	\$398,597.00
2019	Skidmore-Tynan ISD	Skidmore	TX	Dr. Dustin Barton, Supt.	361-287-3426	HVAC, Controls, Lighting	\$573,736.00
2019	Vidor ISD	Vidor	TX	Jay Killgo	409-951-8900	HVAC	\$683,531.00
2020	Anderson-Shiro CISD	Anderson	TX	Scott Beene	936-873-4500	HVAC	\$1,497,769.00
2020	Bellevue ISD	Bellevue	TX	Michael Qualls	940-928-2104	HVAC,Controls, Lighting	\$393,767.00
2020	Brackett ISD	Brackettville	TX	Dr. Guillermo Mancha	803-563-2491	HVAC, Electrical, RCx, Lighting	\$1,220,790.00
2020	Eagle Pass ISD	Eagle Pass	TX	Rolando Salinas, Asst. Supt.	830-773-5181	HVAC, Controls, Lighting, Power Conditioning, Plumbing	\$6,786,863.00
2020	Galena Park ISD	Houston	TX	Zach Fade, Energy Manager	832-386-1000	HVAC, Controls, Asbestos Abatement	\$2,806,073.00
2020	Jim Hogg County ISD	Hebbronville	TX		361-527-3203	HVAC, Controls, Lighting	\$3,559,112.00
2020	Marble Falls ISD	Marble Falls	TX	Michael Phillips	830-693-2046	HVAC, Controls	\$2,735,899.00
2020	Nocona ISD	Nocona	TX	Dr. David Waters, Supt.	904-825-3267	HVAC, Controls, Ionizers	\$1,575,665.00
2020	Raymondville ISD	Raymondville	TX	Stetson Roane	956-689-8175	HVAC, LED, Roofing	\$628,642.00
2020	Saint Jo ISD	Saint Jo	TX	Curtis Eldridge, Supt.	940-995-2668	General Construction and Renovation	\$6,458,858.00
2020	Santa Rosa ISD	Santa Rosa	TX	Yolanda Chapa	956-636-9800	Ionizers - Buses	\$26,087.00
2020	Santa Rosa ISD	Santa Rosa	TX	Yolanda Chapa	956-636-9800	Ionizers	\$190,752.00
2020	Vernon ISD	Vernon	TX	Jeff Byrd, Superintendent	940-553-1900	HVAC, Controls, Lighting	\$1,342,158.00
2020	Warren ISD	Warren	TX	Brad McEachern	409-550-3263	HVAC, Controls, Rx, Roof, Lighting	\$1,496,031.00
2020	Warren ISD	Warren	TX	Brad McEachern	409-550-3263	RCx	\$11,378.00
2020	Woodville ISD	Woodville	TX	Glen Conner	409-200-1055	HVAC, Roofing, Lighting	\$3,298,378.00
2021	Baird ISD	Baird	TX	Dr. Tim Little	325-854-1400	Lighting, Ionizers, Ecobee stats	\$241,119.00
2021	Banquete ISD	Banquete	TX	Dr. Max Thompson	361-387-2551	HVAC, RcX, Controls, Lighting	\$2,415,268.00
2021	Bowie ISD	Bowie	TX	Blake Enlow	940-872-1151	Ionizers	\$215,000.00
2021	Jasper ISD	Jasper	TX	John Seybold, Dir. of Ops	409-384-2401	HVAC, Lighting, Roof	\$6,127,618.00
2021	Liberty ISD	Liberty	TX	Mr. Cody Abshier, Supt.	936-336-7213	HVAC, Controls, Electrical, Lighting, Powergy, Roofing	\$4,985,201.00
2021	Marble Falls ISD	Marble Falls	TX	Michael Phillips	830-693-2046	HVAC Loop cleanout	\$107,550.00
2021	Mesquite ISD	Mesquite	TX	Don Pool, Dir. of Construction	972-288-6411	Ionizers	\$307,200.00
2021	Mesquite ISD	Mesquite	TX	Don Pool, Dir. of Construction	972-288-6411	Ionizers	\$5,792,400.00
2021	Odem-Edroy ISD	Odem	TX	Yolanda Carr, Supt. of Schools	361-368-8121	HVAC, Ionizers, RCx, Controls, Lighting	\$1,580,367.00
2021	Roscoe Collegiate ISD	Roscoe	TX	Andy Wilson	325-766-3629	HVAC	\$44,544.00

2021	Saint Jo ISD	Saint Jo	TX	Curtis Eldridge, Supt.	940-995-2668	LED, Ecobee stats	\$198,927.00
2021	Santa Rosa ISD	Santa Rosa	TX	Yolanda Chapa	956-636-9800	T&M - Relocate stat in IT room	\$7,950.00
2022	Lamesa ISD	Lamesa	TX	Liz Poage, CFO	806-872-5461	HVAC, Controls	\$2,934,932.00
2022	Murchison ISD	Murchison	TX	Kimberly Followwell, Supt.	903-469-3636	HVAC, Controls, Ionizers, Lighting	\$362,119.00
2022	Ricardo ISD	Kingsville	TX	Dr. Sam Bueno	361-592-6465	HVAC, Lighting, Roofing	\$1,186,324.00
2022	Vidor ISD	Vidor	TX	Jay Killgo	409-951-8900	Ionizers	\$393,774.00
In progress	Bushland ISD	Bushland	TX	Chris Wigington, Supt.	806-359-6683	LED, Controls, RCx	\$1,432,199.00
In progress	Caddo Mills ISD	Caddo Mills	TX	Luke Allison, Superintendent	903-527-6056	HVAC, Lighting, Powergy, Controls	\$2,963,571.00
In progress	Columbia-Brazoria ISD	West Columbia	TX	Steven Galloway, Supt.	979-799-1700	HVAC	\$653,145.00
In progress	East Bernard ISD	East Bernard	TX	Courtney Hudgins, Supt.	979-335-7519	HVAC	\$397,000.00
In progress	Kilgore ISD	Kilgore	TX	Dr. Andy Baker, Supt.	903-988-3900	HVAC, Controls, Lighting, Roofing, Windows	\$2,329,541.00
In progress	Lancaster ISD	Lancaster	TX	Dr. John Price, Chief of Ops	972-218-1400	HVAC	\$898,911.00
In progress	Needville ISD	Needville	TX	Curtis Rhodes, Superintendent	979-793-4308	Roof Coating	\$426,556.00
In progress	Paradise ISD	Paradise	TX	Paul Uttley, Superintendent	940-969-2501	HVAC	\$360,000.00
In progress	Raymondville ISD	Raymondville	TX	Stetson Roane	956-689-8175	HVAC, Lighting, Controls, RcX, Roofing, Ceiling Grid	\$7,574,770.00
In progress	Rio Hondo ISD	Rio Hondo	TX	Roger Ellis, Supt.	956-748-1000	HVAC, Controls, Lighting	\$5,993,385.00
In progress	Roscoe Collegiate ISD	Roscoe	TX	Andy Wilson, Supt.	325-766-3629	HVAC, Ionizers	\$332,075.00
In progress	Snook ISD	Snook	TX	Brenda Krchnak	979-272-5041	HVAC, Controls	\$160,595.00
In progress	Wellington ISD	Wellington	TX	Kurt Ashmore, Supt.	806-447-3102	HVAC, Ionizers	\$660,788.00
In progress	Wells ISD	Wells	TX	Jill Gaston, Supt.	936-867-4466	HVAC, Ionizers, Lighting	\$655,133.00

KELLI THARP, vp-communications & marketing

Prior to joining E3, Kelli worked in school business for eight years, serving as Chief Communications Officer for Region 10 Education Service Center and Greenville ISD. With direct Texas public school district experience, she brings relevant ideas and experience to both E3 and the districts E3 serves to ensure that the financial, operational, and improved classroom learning environment benefits of the project are effectively communicated to all stakeholders.

In addition to helping school district leadership write and disseminate press releases, organize special events, and design interactive presentations, she can also create custom websites for the district's energy projects.

EDUCATION

University of Texas, Austin
Bachelor of Science, Advertising
Bachelor of Arts, Art

EXPERIENCE

Education Service Center Region 10

Chief Communications Officer

Responsible for all marketing, branding and communication initiatives in Region 10. Served on the Executive Director's Cabinet and supervised all public relation, advertising and business development activities in the service center. Implemented procedures to manage public information requests, brand compliance guidelines and marketing initiatives. Drafted and implemented legal policy GKB Local to afford Region 10 the opportunity to allow advertisements on the corporation's website and marketing materials. Redesigned the daily communications newsletter to better communicate to internal and external stakeholders and designed and initiated an internal newsletter. Conducted an advertising seminar and later contracted by multiple districts inside and outside of Region 10 to design advertising and marketing programs.

Greenville Independent School District

Chief Communications and Business Development Officer

Responsible for all communication initiatives, business development activities and marketing plans for the district. Served on the Superintendent's Cabinet and supervised the Director of Community Services and the Executive Director of the Greenville Education Enrichment Foundation. Created a strategic plan with measurable action items for the communications department to better meet and quantify goals. Conceptualized a rebrand for the district to highlight the keen focus on science, technology, engineering and math. Launched a new tagline, developed new marketing materials and redesigned the district's website.



MIKE COTHRAN, business development

Mike has over 18 years of experience in energy efficiency, HVAC, and financial solutions for public entities. He has overseen program management in K-12, higher education, and local government verticals, and has broad understanding of the challenges each sector faces. His responsibilities include managing our client's energy efficiency and conservation efforts, providing business case analyses, board presentations and workshops, and financial consultation as well as being the conduit of technical information from the design and development team to the administration and boards of our clients.

EDUCATION

Texas Christian University Bachelor of Science -Computer Information Science

• Texas Association of School Business Officials

MEMBERSHIPS AND CERTIFICATIONS

Texas Energy Managers Association

EXPERIENCE

Granbury ISD, Program Manager

The \$5.5M project replaced every HVAC unit over 20 years old in the district (200+), upgraded all lighting to the newest technology, and replaced most water fixtures in the district with low-flow retrofits. The project also addressed the replacement of the natural grass field with a synthetic field that reduced water and maintenance costs.

Waxahachie ISD, Program Manager

E3 created 3-, 5-year, and comprehensive plans to address growing deferred maintenance and energy efficiency needs throughout the district. Via a Design Build partnership, Phase 1 consisted of a retrofit of 50+ HVAC units, implementation of a new Energy Management System tying into their preferred system for long term centralization, and LED lighting upgrades at Northside Elementary School.

Ferris ISD, Program Manager

E3 partnered with Ferris ISD to perform a guaranteed energy savings Performance Contract resulting in the complete interior and exterior retrofit of lighting systems to LED. E3 assisted the District in obtaining low-interest QECB (Qualified Energy Conservation Bonds) available for allocation through Ellis County, the District's local jurisdiction.

Gainesville ISD, Program Manager

The \$1.4M project addressed aging, inefficient equipment and limited energy management at the Administration Building. Additionally, the HVAC system was replaced at Lee ES, a district-wide EMS was installed, and antiquated lighting technologies were replaced.

Other Project Highlights:

Allen ISD	Edgewood ISD	New Boston ISD	Desoto ISD	Big Sandy ISD
Center ISD	Sudan ISD	Community ISD	Lubbock ISD	Poolville ISD
Sanger ISD	New Diana ISD	Trenton ISD	Cedar Hill ISD	Sundown ISD
Bowie ISD	Reagan County ISD	Lipan ISD	McLeod ISD	Sabine ISD
Cross Roads ISD	Corsicana ISD	Venus ISD	Italy ISD	Chico ISD



PAT THOMPSON, construction administrator

Pat serves as Business Operations Construction Administrator, responsible for coordinating and managing the construction administration functions for active Design-Build and LED Lighting projects, as well as projects in the engineering and project development phases. Pat has been wiht E3 for 8 years and has 34 years of experience in the industry.

MEMBERSHIPS AND CERTIFICATIONS

· American Association of Notaries

DUTIES AND RESPONSIBILITIES

- Oversees and maintains office management and business operations functions to ensures successful execution of administration for energy retrofit projects, lighting projects and product sales
- Manages the bond and insurance procurement for construction projects
- Administers the processes of Client Contracts, Client Billings, Subcontractor Master Service Agreements, Subcontractor agreements, and AIA Applications for Payment
- Manages processes related to corporate insurance and company finance and accounting
- Coordinates with Employees, Suppliers, Vendors and Partners and acts as liaison as needed
- Manages physical office space at corporate level and provides office management support to remote office locations
- Assists with company accounting and finance processes



PROPOSAL FORM 2: 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.

Included in Section 2

PROPOSAL FORM 3: 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:E3 Entegral Solutions, Inc.	
Title of Authorized Representative: President	
Mailing Address: 2040 Highland Village Rd. #100, Highland Village, TX 75077	
Signature: _ Kt Wearm	

PROPOSAL FORM 4: 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: E3 Entegral Solutions, Inc.
Title of Authorized Representative: President
Mailing Address: 2040 Highland Village Rd. #100, Highland Village, TX 75077
Signature: _ Wewww.
Signature: 1990

PROPOSAL FORM 5: 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.

Signature of Respondent

Lop Wearing

11/10/22

Date

PROPOSAL FORM 6: 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.

Kto Wearn	11/10/22	
Signature of Respondent	Date	

PROPOSAL FORM 7: 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.

VENDO	R E3 Entegral Solutions, Inc.	
ADDRES	SS	RESPONDANT
	2040 Highland Village Rd. #100	Kto Wearn
	Highland Village, TX 75077	Signature
		Klip Weaver
PHONE	972.325.1920	Printed Name
		President
FAX	972.325.1919	Position with Company
		AUTHORIZING OFFICIAL
		Kly Wearn
		Signature
		Klip Weaver
		Printed Name
		President
		Position with Company

PROPOSAL FORM 8: 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:

Staring 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

PROPOSAL FORM 9: 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? Weaven

(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? Wewww (Initials of Authorized Representative)

PROPOSAL FORM 10: 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

	State	Zip	
Highland Village	TX	75077	City
y Name	Address		
E3 Entegral Solutions, Inc.	2040 Highland Village R	d. #100	Compan
What is your resident state?	(The state your principal pla	ace of business is located.)	
If you qualify as a "nonreside	nt Bidder," you must furnisl	n the following information:	
	pany is a "resident Bidder" pany qualifies as a "nonresi	dent Bidder"	

PROPOSAL FORM 11: FEDERAL FUNDS CERIFICATION 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 the se Vendor violation and breach of contract terms.

(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.

(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.

(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. 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? We was

(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? Wearn

(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?

(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?

(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 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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.

(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? Wewww

(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			
Does vendor agree?			
Does vendor agree?/			
(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

Does vendor agreet the Wearm

discount, under Vendor's Cooperative Contract.

(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.

(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.

(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? Kho Wearm

(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.

E3 Entegral Solutions, Inc.
Company Name
Signature of Authorized Company Official
Klip Weaver
Printed Name
President
Title
11/10/22
Date

PROPOSAL FORM 12: 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.

•	e with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members y that is in violation of the Export Administration Act. By entering nce with the Export Administration Act.
The undersigned hereby accepts and agrees to listed in this document.	comply with all statutory compliance and notice requirements
Signature of Respondent	Date

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.

PROPOSAL FORM 13: 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:					
Street:					
City, State, Zip Code:					
Complete as appropriate:					
	, certify that				
		no partners and the business is not incorporated	,		
and the provisions of N.J.S. 5. OR:	2:25-24.2 do not apply.				
	, a partner i	in , do here	ebv		
		o own a 10% or greater interest therein. I furthe			
• • •	· ·	ration or partnership, there is also set forth the			
• • • •	• • •	re of that corporation's stock or the individual			
•	iter interest in that partnership.				
OR:	, , , , , , , , , , , , , , , , , , , ,				
1	, an authori.	ized representative of			
		eby certify that the following is a list of the name	'S		
		n 10% or more of its stock of any class. I further			
•	•	corporation or partnership, that there is also set			
• • • •		0% or more of the corporation's stock or the			
•	10% or greater interest in that p	-			
(Note: If there are no partne	ers or stockholders owning 10%	or more interest, indicate none.)			
Name	Address	Interest			
I further certify that the state my knowledge and belief.	ements and information containe	ed herein, are complete and correct to the best	of		
	 ttle	 Date			

Company Name:	N-COLLUSION AFFI	DAVII	
Street:			
City, State, Zip Code:			
State of New Jersey			
County of			
l, Name	of the Cit		
		,	
in the County ofage, being duly sworn accor		, State of	of full
I am the	of the	firm of	
Title	oj tile	firm of Company Name	
or otherwise taken any action that all statements contained knowledge that the Harrison said bid proposal and in the services or public work. I further warrant that no percontract upon an agreement	on in restraint of free, co ed in said bid proposal of n Township Board of Ed statements contained i erson or selling agency h et or understanding for o	tly entered into any agreement, participat ompetitive bidding in connection with the and in this affidavit are true and correct, a lucation relies upon the truth of the stater in this affidavit in awarding the contract for has been employed or retained to solicit or a commission, percentage, brokerage or c	above proposal, and and made with full ments contained in for the said goods, ar secure such contingent fee,
Company Name		Authorized Signature & Title	
Subscribed and sworn before	re me		
this day of	, 20		
Notary Public of New Jersey My commission expires	, 20	-	
SEAL			

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:
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:
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:
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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:
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:
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:
OR 3. A complete Affirmative Action Employee Information Report (AA302) Public Work – Over \$50,000 Total Project Cost:
3. A complete Affirmative Action Employee Information Report (AA302) Public Work – Over \$50,000 Total Project Cost:
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.
Authorized Signature and Title 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 it 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
<u>17:27)</u> .

PROPOSAL FORM 16: 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).

- 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 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.

	1			
Vendor Name:				
Address:				
City:	State:	Zip:		
-	norized to certify, hereby cert ons of <u>N.J.S.A.</u> 19:44A-20.26		•	•
 Signature	 Printed Name		 Title	
Part II – Contribution Disclo	osure			
contributions (more than \$3 he government entities list	rsuant to <u>N.J.S.A.</u> 19:44A-20. 300 per election cycle) over t ed on the form provided by t	he 12 months prior he local unit.	•	•
	is provided in electronic for			
Contributor Name	Recipient N	ame	Date	Dollar Amoun
				\$
				Y
				Y
				7
				Y
				· ·
				Y
				Y
				Y

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 Clerk Sheriff

{County Executive} Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM <u>WWW.NJ.GOV/DCA/LGS/P2P</u> A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 17: STOCKHOLDER DISCLOSURE CERTIFICATION

Notary Public, State of Texas Comm. Expires 04-05-2024 Notary ID 13060797-6

Name of Business:				
X I certify that the list below contains the names and home addresses of all stockholders holding 10% or				
more of the issued and outstanding			oracio moranig 1070 or	
OF				
I certify that no one stockholder ov		ssued and outstandin	a stock of the	
undersigned.	with 1070 of filore of the f	ssued and outstandin	g stock of the	
undersigned.				
Charles have the second and a second as the second as	locale de la companie			
Check the box that represents the type of				
Partnership	Sole Proprietorship		Limited Liability	
	Limited Partnership		Partnership	
Corporation	Limited Liability		Subchapter S	
	Corporation		Corporation	
Sign and notarize the form below, and, if r	necessary, complete the	stockholder list belo	w.	
Stockholders:				
Name: Klip Weaver	Name:			
kiip weaver				
Home Address:	Home Ado	dress:		
913 Fincher Trail, Argyle, TX, 76226				
515 Finence Trail, Argyle, TX, 70220				
Name: Wade Decker	Name:			
Home Address: Home Address:				
1500 Long and Winding Rd, Mansfield, TX,	.76063			
Name: Gonzalo Valls	Name:			
Home Address:	Home Ado	dress:		
3745 Morton Vale Rd., Plano, TX 75074			1	
37 13 Worten Vale Hai, Flame, TX 7307 1				
	Vist	1)		
Subscribed and sworn before me this 22nd	day of	Wearing		
June , 2022	(Affiant)	•		
	1.1	1	2.1 L	
(Notary Public) Jania A. Mongon	Klip	Denver Tree	sident	
Pitras A Th	(Print nam	ne & title of affiant)		
My Commission expires: 04.05.2024	(Finic nan	ic & title of affiairt)		
Pacific actificant libraristic actions distributed in action and in action acti	House Cornorat	م (ادم؟ ا		
PATRICIA A THOMP	SON (Corporat	e Jeaij		

PROPOSAL FORM 18: 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: X 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

(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 19 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.
X	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 20: 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 Informa	ation Act policy and declare that no information submitted
with this proposal, or any part of our proposal, is	s exempt from disclosure under the Public Information Act.
(Note: All information believed to be a trade secret or proprietar	ry must be listed below. It is further understood that failure to identify
such information, in strict accordance with the instructions below	w, 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 trather Public Information Act.	ade secret or proprietary and exempt from disclosure under
(Note: Respondent must specify page-by-page and line-by-line to	he parts of the response, which it believes, are exempt. In addition,
Respondent must specify which exception(s) are applicable and p	provide detailed reasons to substantiate the exception(s).
_11/10/22	How Wearn President
Date	Authorized Signature & Title

PROPOSAL FORM 21: 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	
	E3 Entegral Solutions, Inc.
Address	2040 Highland Village Rd. #100, Highland Village, TX 75077
City/State/Zip	972.325.1919
Telephone No.	972.325.1920
Fax No.	kweaver@e3es.com
Email address	Klip Weaver
Printed name	President /
Position with company	Life Wearn
Authorized signature	
Term of contractJanuary	1, 2023 to <u>December 31, 2025</u>
	racts are for a period of three (3) years with an option to renew annually for an to by Region 10 ESC. Vendor shall honor all administrative fees for any sales ther renewed or not.
Ref Citte	1/18/23
Region 10 ESC Authorized Agent	Date
Dr. Rickey Williams	
Print Name	
Equalis Group Contract Number	R10-1143A