

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. Please note Proposal Form 1 is a separate attachment (attachment B).

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

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

QUESTIONNAIRE & EVALUATION CRITERIA:

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

OTHER REQUIRED PROPOSAL FORMS:

- ☒ **PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES**
- ☒ **PROPOSAL FORM 4: CLEAN AIR AND WATER ACT**
- ☒ **PROPOSAL FORM 5: DEBARMENT NOTICE**
- ☒ **PROPOSAL FORM 6: LOBBYING CERTIFICATION**
- ☒ **PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS**
- ☒ **PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS**
- ☒ **PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295**
- ☒ **PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION**
- ☒ **PROPOSAL FORM 11: RESIDENT CERTIFICATION**
- ☒ **PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM**
- ☐ **PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS**
- ☐ **PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)**
- ☐ **PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT**
- ☐ **PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)**
- ☐ **PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**
- ☒ **PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION**
- ☒ **PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM**
- ☒ **PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT**
- ☒ **PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE**
- ☒ **PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM**

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

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

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:


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

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

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

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	E3 Integral Solutions, LLC
	<i>What is the mailing address of your company's headquarters?</i>	2040 Highland Village Drive, Suite 100 Highland Village, TX 75077
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Mike Cothran, Business Development Representative mcothran@e3es.com 817.528.4421
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services,	<i>Does the respondent agree to offer all future product and</i>	Yes.

including warranties if applicable	<i>services at prices that are proportionate to contract pricing offered herein?</i>	
	<i>Does pricing submitted include the required administrative fee?</i>	Yes.
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	E3 offers non-investment grade analysis of facilities at no cost to determine project feasibility.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	Yes.
	<i>Outline your pricing strategy provided in Attachment B. If utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.</i>	E3 develops projects to a sufficient level to offer a firm price for the scope of work agreed upon with the client. For JOC pricing, E3 utilizes a 1.0 multiplier on the published RS Means catalog to develop a firm estimate for the project (scope of work). We submit this price to our client and honor this price proposal. E3 takes the risk for the cost of the scope of work and if we miss something during the project development, we cover the cost.
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Costs for project bonding will be due when incurred by E3 and is normally included in the first invoice. Engineering costs are routinely invoiced when expended and typically accompany the earlier invoicing periods of the project. Costs for project management, project supervision, subcontractors, materials suppliers, etc. are billed on a Percentage of Completion (POC) basis as the project is installed/implemented. As is always the case, each monthly invoice from E3 is reviewed and approved by the client prior to the client paying the invoice.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		

Smart building products and services	<i>Please provide a high-level overview of the products and services being offered and how they address the scope being requested herein.</i>	<p>E3 is an independent, Texas-based company providing holistic solutions to K-12 public, private, charter, and parochial schools that reduce energy budget dollars and leverage those dollars to solve 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, building automation systems, MEP design, energy auditing, water conservation, and ongoing performance management.</p> <p>A comprehensive list of services offered by E3 may be found in the Services Chart to the right.</p>	<div><div>SERVICES OFFERED BY E3</div><div></div><table><tr><td>ESSER - TEA Construction Pre-Approval Assistance</td><td>X</td></tr><tr><td>ESSER - Federal Documentation Assistance</td><td>X</td></tr><tr><td>Preliminary Utility Assessment (PUA)</td><td>X</td></tr><tr><td>Energy Modeling and Analysis</td><td>X</td></tr><tr><td>Engineering and Design</td><td>X</td></tr><tr><td>Utility Assessment Report (UAR)</td><td>X</td></tr><tr><td>Construction Management</td><td>X</td></tr><tr><td>Retro-Commissioning</td><td>X</td></tr><tr><td>Control System Integration</td><td>X</td></tr><tr><td>Project Economic Analysis</td><td>X</td></tr><tr><td>Savings Guarantees</td><td>X</td></tr><tr><td>Measurement & Verification (M&V)</td><td>X</td></tr><tr><td>HVAC Training</td><td>X</td></tr><tr><td>Building Automation Operation Training</td><td>X</td></tr><tr><td>Energy Management Training</td><td>X</td></tr></table></div>	ESSER - TEA Construction Pre-Approval Assistance	X	ESSER - Federal Documentation Assistance	X	Preliminary Utility Assessment (PUA)	X	Energy Modeling and Analysis	X	Engineering and Design	X	Utility Assessment Report (UAR)	X	Construction Management	X	Retro-Commissioning	X	Control System Integration	X	Project Economic Analysis	X	Savings Guarantees	X	Measurement & Verification (M&V)	X	HVAC Training	X	Building Automation Operation Training	X	Energy Management Training	X
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<i>Outline monitoring capabilities you provide, including the ability for agencies to access the data through an online or other platform(s).</i>	<p>E3 EDGE Program</p> <p>The E3 Edge Program is a proactive program that continually monitors clients’ buildings and provides indicators of operational efficiency, offers proactive energy management, and supports our clients’ operations staff while generating energy savings and reducing maintenance costs. E3 implements and utilizes our proprietary EDGE software that communicates with our clients’ existing energy management systems and produces daily reports that show 24-hour operation of monitored facilities. E3 analyzes the reports daily and communicates identified issues with assigned district personnel immediately to ensure proper facility operation, comfortable environments, and maximum efficiency. Through this program, our clients are enabled to diagnose and resolve comfort, efficiency, and operational issues quickly and effectively to deliver the best educational and learning environments possible.</p> <p>Operations Reporting</p> <p>E3 creates regular reports that summarize operational variables such as runtime, temperatures, and overrides. E3 also monitors and notifies clients of any issues requiring attention. Running reports and communicating issues with clients on a frequent basis improves the likelihood of achieving and surpassing energy savings predictions.</p> <p>On-Call Support</p> <p>E3 provides on-call technical support and troubleshooting assistance related to the installed scope of work.</p> <p>Advantages and Benefits of E3’s EDGE Program</p> <ul style="list-style-type: none">• 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																																
<i>Describe any products or equipment you can provide.</i>	<p>The energy efficiency marketplace is filled with manufacturers and vendors eager to sell their products. We know that every client is unique, and that what works for one client may not be the best fit for another. That is why E3 has chosen to stay product and technology neutral. We believe that our commitment to product neutrality offers our clients the best solution and the best value.</p>																																

		<p>Although E3 does not manufacture any of the equipment included with our projects, E3 is the exclusive distributor for Energy Focus, Inc. LED lighting products and accessories for the K-12 market in Texas. If appropriate, E3 informs our clients on the benefits of using Energy Focus LED lighting products. However, E3 stands strong in our commitment to be product and manufacturer independent to ensure we fit each client and project with the most appropriate solution.</p> <p>E3 maintains relationships with all major manufacturers and product vendors to ensure we stay abreast of changes in cost, lead times, and availability. E3 is also committed to vetting new technologies and products as they enter the market.</p> <p>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.</p>
	<i>States Covered - Respondent must indicate any and all states or geographies where products and services are being offered. If your services are limited to a certain area, please be specific on the area your services are provided.</i>	E3 is a licensed engineering and construction firm capable of working anywhere in the state of Texas.
	<i>List the number and location of offices, or service centers for all states being proposed in solicitation</i>	<p>E3 has three office locations that serve the entire state of Texas and all 20 Education Service Centers:</p> <p>E3 Headquarters 2040 Highland Village Road, Suite 100 Highland Village, Texas 75077</p> <p>Houston Office 11757 Katy Freeway, Suite 1300 Houston, Texas 77079</p> <p>San Antonio-Area Office 10004 Johns Road Boerne, Texas 78006</p>
	<i>Outline any other capabilities not already addressed.</i>	<p>E3 is a true, "single-entity" design-builder that provides both design and construction services with E3 employees, not a combination of partnerships between separate design and construction companies. E3 offers a full suite of services including engineering, design, auditing, assisting with equipment selection and installation, monitoring and verification, and training.</p> <p>E3 perform all work required for the development phase of projects with our in-house engineering team. E3 subcontracts mechanical, electrical, roofing, water & wastewater trades as part of a comprehensive project, but all aspects of a project agreement between E3 and the District are engineered and managed by E3.</p>

		<p>E3's Performance Management group provides a wide variety of services for our clients after the project is completed, including performance metrics development, training, measurement and verification, support, and conservation management.</p> <p>E3 also offers a comprehensive package of marketing and outreach services including the design of a custom website, press releases, a centrally located kiosk, and community outreach initiatives if desired by the client.</p>
Ability to consult, design, and install products and services	<i>Please describe any consulting or design services you offer.</i>	E3 has consulted with over 350 districts on deferred maintenance inventory, energy savings opportunities, financing options and federal funding requirements, investment grade audits, preliminary utility assessments, energy modeling and analysis, engineering and design, utility assessment reports, project economic analysis, building automation operation training, and energy management training.
	<i>Outline the process for installing products, equipment, software and/or other solutions you are offering.</i>	<p>E3'S Design-Build Methodology</p> <p>E3's program methodology is built entirely around the premise of designing and managing complex facility improvement projects in a way that does not intrude on the students and staff. We implement projects in occupied buildings to fix problems, save energy, and allow our clients to focus on their educational mission.</p> <p>E3's clients benefit from our methodology in the following ways:</p> <ul style="list-style-type: none"> • Single point of responsibility for all aspects of the project • Specific expertise in HVAC and energy renovations, not just general construction experience • Ability to quickly execute large-scale and/or complex projects in occupied facilities • The ability to design projects while simultaneously auditing facilities for energy, water, renewable, and retro-commissioning savings opportunities • Capability to redesign existing systems, where needed, for better operation, ease of maintenance, energy savings, or better return on investment • Flexibility to modify and adapt the project schedule in real-time when issues arise, including the development and execution of contingency plans if the District's schedule, budget, or needs change • The experience that can provide long-term solutions, including energy savings guarantees and building operation support
Response to emergency orders and maintenance repair/requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>	<p>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:</p> <ul style="list-style-type: none"> • Seeking local companies to supplement the district with maintenance services • Including extended manufacturer warranties • Including extended maintenance services with the initial project <p>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.</p>
Integration with other platforms	<i>Describe any integrations your organization can provide with other platforms or systems.</i>	E3's leadership has over 20 years of experience utilizing Microsoft Project and Microsoft Project Server to assist in schedule development, assigning resources to tasks, progress tracking, budget management, and workload analyzation.


		Both Microsoft Project and Microsoft Project Server are the cornerstones of the Microsoft Office enterprise project management (EPM) product and integrates seamlessly with other Microsoft software such as Excel and PowerPoint. This ensures District staff can easily export schedules and data to formats suitable for presentations to administration and board members. E3 implements and utilizes our proprietary EDGE software that communicates with our clients' existing energy management systems and produces daily reports that show 24-hour operation of monitored facilities. E3 analyzes the reports daily and communicates identified issues with assigned district personnel immediately to ensure proper facility operation, comfortable environments, and maximum efficiency.	
Security protocols and privacy protection	<i>Please describe protocols taken to ensure the protection of privacy and data.</i>	E3 adheres to strict internal electronic and paper documentation retention processes to ensure the privacy and data of our clients is protected.	
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	E3 provides on-call technical support and troubleshooting assistance related to the installed scope of work. As mentioned above, E3's business model does not include the requirement for ongoing maintenance or customer service contracts.	
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters</i>	Click or tap here to enter text.	
		Bonding Capacity:	Aggregate bonding capacity - \$100,000,000 Single bonding capacity - \$40,000,000 E3 is debt-free, financially strong, and has sufficient working capital to execute over \$50 million a year in contracts. E3 boasts solid financial performance with strong backlog and growth. Our bonding company holds an A.M Best Rating A (Excellent).
		Bonding Company and Agent:	Liberty Mutual Insurance Company, Steve Rauch, Branch Manager 175 Berkeley Street, Boston, MA 02116 Baldwin-Cox Agency, Brady K. Cox, Agent 5930 Preston View Blvd., Suite 200, Dallas, TX 75240
		Current Bond Rating	A.M. Best Rating of A (Excellent), Financial Size Category XV (\$2 Billion or Greater)
	<i>What was your annual sales volume over last three (3) years?</i>	2019 - \$58,694,000 2020 - \$48,750,000 2021 - \$34,911,000 2022 - \$78,000,000 YTD	
Contract implementation / Customer training	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	We believe that ongoing training is vital to the success of any design-build project. We do not believe in training personnel after the installation of a project and walking away. Rather, we believe in engaging with personnel in understanding how energy savings are accomplished. This can be done in areas such as behavior modification, identification of new energy conservation measures, or ongoing commissioning of existing equipment. By creating a true partnership with continuous training, our clients greatly increase the chances of project success. Training is typically performed on-site by E3 personnel. Details are discussed and mutually agreed upon. E3 can provide the following training options:	

		Factory Training	Factory training on any HVAC equipment replaced within the district facilities, including such manufacturers as York, Carrier, Lennox, or Trane.
		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.
		Energy Management	Personnel training to proactively conserve energy through management of equipment and systems
		Measurement and Verification	Personnel training to conduct sustainable M&V through bill analysis and spreadsheet calculations
		Operations and Maintenance	Personnel training on energy saving operations and maintenance techniques
		Advanced Energy Management	Personnel training to implement a district energy policy and create a culture of energy saving throughout your facilities.
		<p>E3 EDGE Program – An Auxiliary Offering to Reduce Maintenance E3 offers our EDGE Program, which provides proactive energy management and support functions to a clients’ operations staff while generating energy savings and reducing maintenance costs. Under the EDGE Program, E3 utilizes our EDGE software in conjunction with existing energy management systems to proactively assist with all aspects of operating 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.</p> <p>Operations Reporting E3 creates regular reports summarizing operational variables, such as runtime, temperatures, and overrides for our clients. Furthermore, E3 monitors and notifies clients of any issues that need attention.</p> <p>On-Call Support E3 provides on-call technical support and troubleshooting assistance related to the installed scope of work.</p> <p>Energy Efficiency Consulting and Further 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.</p>	
Other factors relevant to this section as submitted by the Respondent	Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency	Please find details about E3’s reporting capabilities and services in the prior section.	

Provide your safety record, safety rating, EMR and worker's compensation rate where available.

E3's EMR for the current year is 1.67.

Please see a copy of E3's current EMR below:



WORKERS COMPENSATION EXPERIENCE RATING

Risk ID: 421427941

Risk Name: E3 ENTEGRAL SOLUTIONS INC
 Rating Effective Date: 07/01/2022
 Production Date: 02/23/2022
 State: TEXAS

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
TX	.07	11,498	17,393	5,895	1,370,046	24,625	1,390,291	20,245

(A) Wt	(B) (C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(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 Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 19,024	C * (1 - A) + G 35,318	(A) * (F) 15,925	(J) 70,267
Expected	(E) 5,895	C * (1 - A) + G 35,318	(A) * (C) 805	(K) 42,018

	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
Factors					(J) / (K) 1.67

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

Carrier: 15660-030
 Policy: WC209025308
 Eff-Date: 07-01-2021
 Exp-Date: 07-01-2022

Qualification and Experience (25 Points)


Respondent reputation in the marketplace	Provide a link to your company's website	www.e3es.com
	Please provide a brief history of your company, including the year it was established.	<p>In 2009, DMI Corp. launched DMI Entegral Solutions Group (E3) as its energy services and design-build / performance contracting arm. Today, E3 stands on its own and has the experience and capability to develop, design, construct, commission, and manage performance on any major facility renovation, plant modification, or energy efficiency project, including renewable energy.</p> <p>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.</p>
Past relationship with Region 10 ESC and/or	Have you worked with Region 10 in the past? If so, what	E3 has been a Region 10 sponsor and active in the Education Service Center's regional area since 2011.

Region 10 ESC members	<i>was the timeframe for that work?</i>	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 Region 10 public school districts.
Experience and qualification of key employees	<i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following: * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable</i>	<p>Executive Support, Account Manager, and Contract Manager Mike Cothran • mcothran@e3es.com • 817.528.4421</p> <p>Marketing Kelli Tharp • ktharp@e3es.com • 214.930.0174</p> <p>Billing, Reporting, and Accounts Payable Pat Thompson • pthompson@e3es.com • 972.325.1919</p> <p>Please find resumes attached.</p>
Past experience working with the public sector	<i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i> <i>What is your strategy to increase market share in the public sector?</i>	<p>2019 - \$58,694,000 2020 - \$48,750,000 2021 - \$34,911,000 2022 - \$78,000,000 YTD</p> <p>E3 implements a combination of marketing strategies to reach our very targeted audience of Texas public sector decision makers. Our efforts 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.</p> <p>E3 also employs grassroots marketing efforts such as offering our clients bond marketing services. E3 has assisted Banquete ISD, Caldwell ISD, Hawkins ISD, Llano ISD, Fairfield ISD, and Saint Jo ISD by providing a variety of bond information collateral, charts, and videos prior to their respective bond elections. 100% of the K-12 bond propositions that E3 has assisted market were passed by the district's taxpayers.</p> <p>E3 also creates and disseminates case study videos to showcase projects to the client's internal and external stakeholders as well as market E3's capabilities to future clients. All of E3's videos may be found at e3es.com/videos.</p>
Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors	<i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i>	<p>E3 has implemented over 275 projects in Texas public school districts and has a rich history of successful project implementation with a team of experienced professionals.</p> <p>Because of E3's familiarity with the process, risk, and responsibilities related to the design-build delivery method, 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 company's history. None of E3's past or present owners, principal shareholders or stockholders, officers, or principals, have failed to complete a construction contract while at E3 or while at another organization.</p> <p>Since E3's inception:</p> <ul style="list-style-type: none"> • E3 has never had a dispute with a client over the completion schedule of a project. • E3 has never been assessed liquidated damages on a project. • E3 has not been involved in litigation related to design-build or performance contracting. • E3 has not had an energy services contract terminated by the owner.

Minimum of 5 public sector customer references relating to the products and services within this RFP	<i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i>	<ul style="list-style-type: none"> E3 has not had any claims under professional malpractice insurance. <p>Please find a chart of references attached for E3 projects completed or under construction within the past three years of similar scope.</p>
Certifications in the Industry	<i>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable</i>	<p>E3 holds all necessary licenses to provide professional engineering and services related to this project in the State of Texas. Texas Board of Professional Engineers and Land 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 was selected based on demonstrated competence and qualifications and is licensed in the State of Texas.</p> <p>Additionally, E3 team members carry many professional certifications and licenses that require continuous education and training. Certifications and licenses held by E3 employees including:</p> <ul style="list-style-type: none"> Professional Engineer CEM: Certified Energy Manager PMP: Project Management Professional CDSM: Certified Demand Side Manager OSHA 10 & 30 Hour National Fire Protection Act LEED- Leadership in Energy and Environmental Design
Company profile and capabilities	<i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i>	E3 is a design-build registered engineering firm and general contractor in the state of Texas.
Other factors relevant to this section as	<i>If your company is a privately held organization, please</i>	E3 is not owned or operated by anyone who has been convicted of a felony.



submitted by the Respondent	<p><i>indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p> <p>Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services. These will be provided in the space provided in Form 6. No answer is required here.</p>		
MWBE Status and/or Program Capabilities (10 Points)			
MWBE status, subcontractor plan, and/or joint venture program	<p><i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i></p>	<p>E3 is not a HUB entity and does not hold any diversity certifications, however, E3 makes a firm commitment to our clients to provide a bona fide, good faith effort to meet or exceed the client's HUB subcontracting goals on their projects. E3's quality and safety expectations remain stringent and unwavering no matter the status of the subcontractor. E3 has enjoyed developing marketing materials and coordinating HUB-related bid opportunities for clients in the past as demonstrated by the below flier and event. For this HUB subcontracting event, E3 handled communication between all involved entities, marketing and content creation of the flier and related collateral, event invitation, and event presentation.</p>	<div data-bbox="1312 470 1984 535"> <h2>HUB SUBCONTRACTING</h2> <p>TRADE OPPORTUNITIES FOR ENERGY SAVINGS PERFORMANCE CONTRACT</p> </div> <div data-bbox="1312 552 1701 609"> <p>JUNE 15th, 2021 - 2:30p to 3:30p REGISTER FOR ZOOM LINK HERE: www.eventbrite.com/e/tfc-hub-subcontractor-opportunity-tickets-161659226097</p> </div> <div data-bbox="1312 641 1554 787"> <p>PHASE 3 JOHNSON CONTROLS, INC.</p> <ul style="list-style-type: none"> LED Lighting Retrofits Domestic Water Conservation Retrofits Solar PV Installation </div> <div data-bbox="1312 820 1554 1128"> <p>PHASE 4 E3 INTEGRAL SOLUTIONS, INC.</p> <ul style="list-style-type: none"> LED Lighting Retrofits HVAC Modifications & Upgrades Building Automation Controls Optimization Domestic Water Conservation Retrofits Power Factor Correction Solar PV Installation </div> <div data-bbox="1522 544 1984 1063"> </div>

	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	After completing the design and scope of work, E3's construction management team will market to all potential subcontractors - including MWBEs and HUBs - to qualify potential subs, determine their expertise and financial capabilities, and review their required bonding capacity.
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	<p>A list of subcontractor evaluation criteria can be found in the subcontractor evaluation criteria chart to the right and the E3's subcontractor selection process is outlined below. As mentioned above, E3 makes a good faith effort to advertise and market opportunities to HUB subcontractors during this process.</p> <p>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.</p> <p>2. Types of Trades are Determined, and Subcontractor Specifications are Developed</p> <p>3. Potential Subcontractors are Contacted</p> <p>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.</p> <p>5. Final Selection of Subcontractors</p>
<div> <div> SUBCONTRACTOR EVALUATION CRITERIA  </div> <div> 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 </div> </div>		
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-</i>	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.

market strategy in the public sector.

An Investment in Air Quality

AUTHOR: MESQUITE ISD COMMUNICATIONS

AS 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 Ionizers (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, "GPS 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 consistently present the contract to public agency customers and answer any questions they might have concerning it.

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.

	<i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to provide permission for reproduction of such logo in marketing communications and promotions</i>	E3 agrees.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	E3 has full capacity to report monthly sales through this agreement to Equalis Group.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	E3 has been awarded contracts with BuyBoard, TIPS, Region 5, and 791 Purchasing Cooperatives.
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	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.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	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 also has a dedicated business development representative and the VP of marketing dedicated to the Region 10 area.

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

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability Partnership

☐ Corporation

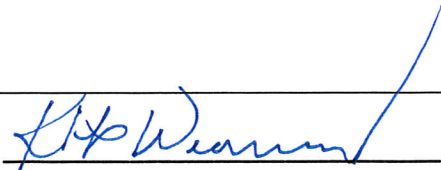
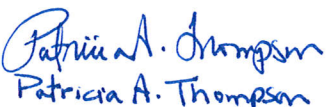
☐ Limited Partnership

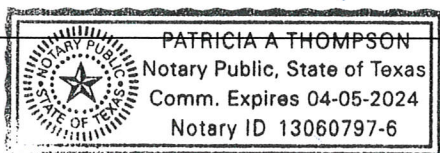
☐ Limited Liability Corporation

☒ Subchapter S Corporation

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

Stockholders:

Name: Klip Weaver	Name:
Home Address: 913 Fincher Trail, Argyle, TX, 76226	Home Address:
Name: Wade Decker	Name:
Home Address: 1500 Long and Winding Rd, Mansfield, TX, 76063	Home Address:
Name: Gonzalo Valls	Name:
Home Address: 3745 Morton Vale Rd., Plano, TX 75074	Home Address:
Subscribed and sworn before me this <u>22nd</u> day of <u>June</u> , 20 <u>22</u>	 (Affiant)
(Notary Public)  Patricia A. Thompson	<u>Klip Weaver President</u> (Print name & title of affiant)
My Commission expires: <u>04-05-2024</u>	(Corporate Seal)



PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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

Included in Section 2

PROPOSAL FORM 4: CLEAN AIR WATER ACT

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

Potential Vendor: E3 Entegral Solutions, Inc.

Title of Authorized Representative: President

Mailing Address: 2040 Highland Village Rd. #100, Highland Village, TX 75077

Signature: 

PROPOSAL FORM 5: DEBARMENT NOTICE

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

Potential Vendor: E3 Entegral Solutions, Inc.

Title of Authorized Representative: President

Mailing Address: 2040 Highland Village Rd. #100, Highland Village, TX 75077

Signature: 

PROPOSAL FORM 6: LOBBYING CERTIFICATION

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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

6/15/22

Date

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

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

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

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

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

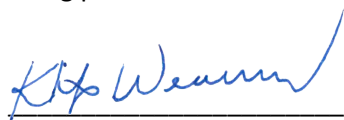
Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

Fingerprint & Criminal Background Checks

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

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

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



Signature of Respondent

6/15/22

Date

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

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

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

VENDOR E3 Entegral Solutions, Inc.

ADDRESS _____

2040 Highland Village Rd. #100

Highland Village, TX 75077

PHONE 972.325.1920

FAX 972.325.1919

RESPONDANT



Signature

Klip Weaver

Printed Name

President

Position with Company

AUTHORIZING OFFICIAL



Signature

Klip Weaver

Printed Name

President

Position with Company

PROPOSAL FORM 9: IMPLEMENTATION OF HOUSE BILL 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

BOYCOTT CERTIFICATION

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

Does vendor agree? KWP Weanum
(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? KWP Weanum
(Initials of Authorized Representative)

PROPOSAL FORM 11: RESIDENT CERTIFICATION

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

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

Texas or Non-Texas Resident

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

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

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

E3 Entegral Solutions, Inc.	2040 Highland Village Rd. #100		Compan
y Name	Address		
Highland Village	TX	75077	City
	State	Zip	

PROPOSAL FORM 12: FEDERAL FUNDS CERTIFICATION FORM

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

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

1. Vendor Violation or Breach of Contract Terms:

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

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

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

Does vendor agree? 

(Initials of Authorized Representative)

2. Termination for Cause or Convenience:

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

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

Does vendor agree? _____

(Initials of Authorized Representative)

3. Equal Employment Opportunity:

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

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

Does vendor agree? _____

(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?

Kip Wearn

(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?

Kip 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?

Kip Wearn

(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?

Kip Wearn

(Initials of Authorized Representative)

8. Debarment and Suspension:

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

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

Does vendor agree? Kip Wearn

(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? Kip Wearn

(Initials of Authorized Representative)

10. Procurement of Recovered Materials:

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

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

Does vendor agree? KWP Wean

(Initials of Authorized Representative)

11. Profit as a Separate Element of Price:

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

Does vendor agree? KWP Wean

(Initials of Authorized Representative)

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

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

Does vendor agree? KWP Wean

(Initials of Authorized Representative)

13. General Compliance and Cooperation with Participating Agencies:

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

Does vendor agree? KWP Wean

(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? KWP Wean

(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

Klip Weaver

Signature of Authorized Company Official

Klip Weaver

Printed Name

President

Title

6/15/22

Date

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

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

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

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

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

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

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

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

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

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

Signature of Respondent

Date

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

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Complete as appropriate:

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

OR:

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

OR:

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

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

Name

Address

Interest

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name:

Street:

City, State, Zip Code:

State of New Jersey

County of _____

I, _____ of the _____
Name City

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

I am the _____ of the firm of _____
Title Company Name

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

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

Company Name

Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

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

Company Name: _____

Street: _____

City, State, Zip Code: _____

Bid Proposal Certification:

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

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
OR
2. A photo copy of their Certificate of Employee Information Report _____
OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

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

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

B. Approved Federal or New Jersey Plan – certificate enclosed _____

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

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

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

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

Signature of Procurement Agent

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

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.

Part I – Vendor Information

Vendor Name:			
Address:			
City:		State:	Zip:

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

Signature

Printed Name

Title

Part II – Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

Page ____ of ____

Vendor Name:

[illegible]☐ 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 WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR

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

Check the box that represents the type of business organization:

☐ Partnership

☐ Sole Proprietorship

☐ Limited Liability Partnership

☐ Corporation

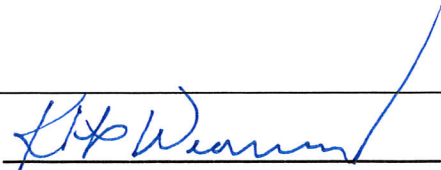
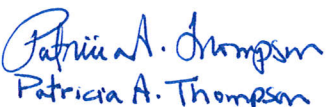
☐ Limited Partnership

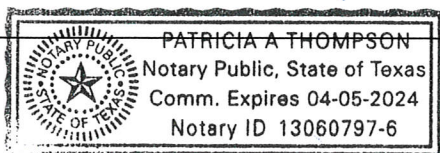
☐ Limited Liability Corporation

☒ Subchapter S Corporation

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

Stockholders:

Name: Klip Weaver	Name:
Home Address: 913 Fincher Trail, Argyle, TX, 76226	Home Address:
Name: Wade Decker	Name:
Home Address: 1500 Long and Winding Rd, Mansfield, TX, 76063	Home Address:
Name: Gonzalo Valls	Name:
Home Address: 3745 Morton Vale Rd., Plano, TX 75074	Home Address:
Subscribed and sworn before me this <u>22nd</u> day of <u>June</u> , 20 <u>22</u>	 (Affiant)
(Notary Public)  Patricia A. Thompson	<u>Klip Weaver President</u> (Print name & title of affiant)
My Commission expires: <u>04-05-2024</u>	(Corporate Seal)



PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

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

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

☒ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

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

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

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

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

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

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

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

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

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

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

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

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

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

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

6/15/22

Date



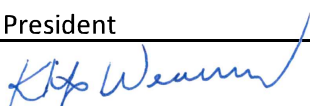
Authorized Signature & Title

President

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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

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

Company name 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 
Authorized signature _____

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

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


Jana Melsheimer (Aug 18, 2022 11:26 CDT)
Region 10 ESC Authorized Agent

8/17/22
Date

Dr. Jana Melsheimer
Print Name

Equalis Group Contract Number R10-1135B