

VENDOR CONTRACT

Between ABM Building Svcs and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

JOB ORDER CONTRACTING – 1012116

General Information

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

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

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

Definitions

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

CLIENT MEMBER is any ISD/USD, ESC, University, Municipality, County, Federal or State Agency or non-taxed entity empowered to enter into an agreement with TIPS via their governing boards or trustees. In the State of Texas an interlocal agreement must be signed by the client.

In other states, the client is responsible for meeting their state requirements.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

DELIVERY ORDER (DO) is the scope of services approved from the Job Order Proposal and reviewed and approved by the Client for the PO.

JOB ORDER is a line item estimate taken from a job order proposal using the coefficient and R.S. Means which, upon agreement to by the client member, becomes a lump sum fixed price contract and a notice to proceed for the stated scope attached to the purchase order.

JOB ORDER CONTRACTING (JOC) is a variable term indefinite delivery, indefinite quantity contract for construction services on an on call basis through negotiated line item delivery orders (job orders) to include minor construction, repair, renovation, alterations, maintenance projects and limited design for architectural and engineering services. It is based upon the contracts priced coefficient applied to the city cost index and the line items in the unit price book (RS Means). When the line items are agreed to it becomes a lump sum firm fixed price contract for that negotiated scope of services.

JOB ORDER PROPOSAL is the response from the contractor to the client member from the clients request for a specific project. It will contain the line item estimate for the project as defined in the UPB and include a written scope of work for services to be performed.

JOB ORDER PROPOSAL REQUEST is originated from the client and provides a general scope of project services or architectural drawings, a requested schedule and any special addendum requirements. From this information the contractor will develop the scope of work for his job order proposal.

NON PRE-PRICED ITEMS are those items that cannot be found or reasonably compared to listed line items in the UPB.

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

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

UNIT PRICE BOOK (UPB) will be the current addition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting Cost Data – the published quarterly updates will be allowed.

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

SCOPE OF WORK (SOW) is the specific work that has been agreed to be undertaken and accomplished under the TIPS contract via the delivery order process.

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

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

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking

number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

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

Pricing

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

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor agrees to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor is responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

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

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

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing Deviation

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

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

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

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

TIPS Member Purchasing Procedures

Proposal Process: Vendor gives TIPS member scope of work and price.

Vendor gives TIPS scope of work, line item estimate and price.

Purchase Order Process:

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

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

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

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

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com			Contact
Phone	+1 (903) 243-4759			Department
Fax	+1 (866) 749-6674	Contact	David Mabe, Construction Contracts Manager	Building
Bid Number	1012116			Floor/Room
Title	Job Order Contracting			Telephone
Bid Type	RFP			Fax
Issue Date	11/02/2015	Department		Email
Close Date	12/11/2015 3:00:00 PM CT	Building		
Need by Date		Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company ABM Building Services
Address PO Box 612567

DFW Airport, TX 75261
Contact Jay Vineyard
Department
Building
Floor/Room
Telephone 1 (817) 8581000
Fax 1 (972) 8197817
Email
Submitted 12/8/2015 2:56:28 PM CT
Total \$0.00

Signature Doug Smyers

Email doug.smyers@abm.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Tx, La, Ok, Ark, NM
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	ABM is a best in class provider of HVAC solutions and services design, engineering, implementation and maintenance. ABM also has core competencies around Facility Management and HVAC Services for Building owners.
6	Primary Contact Name	Primary Contact Name	Jay Vineyard
7	Primary Contact Title	Primary Contact Title	Sales Manager
8	Primary Contact Email	Primary Contact Email	jay.vineyard@abm.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8178581010
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9728197817
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8179176245
12	Secondary Contact Name	Secondary Contact Name	Doug Smyers
13	Secondary Contact Title	Secondary Contact Title	Sr Vice President
14	Secondary Contact Email	Secondary Contact Email	doug.smyers@abm.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8178581001
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9728197817
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8179176225
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Connie Prager
19	Admin Fee Contact Email	Admin Fee Contact Email	connie.prager@abm.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8178581011
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Jay Vineyard
22	Purchase Order Contact Email	Purchase Order Contact Email	jay.vineyard@abm.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8178581010

24	Company Website	Company Website (Format - www.company.com)	www.abm.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	
26	Primary Address	Primary Address	4100 Amon Carter Blvd
27	Primary Address City	Primary Address City	Fort Worth
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	76155
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	HVAC, Mechanical, Lighting, Guaranteed Energy Savings, LED, water conservation etc.
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Dallas Fort Worth
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes

41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	10
44	Years Experience	Company years experience in this category?	48
45	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

Line Items		
Response Total:		\$0.00

CONTRACT Signature Form

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

Company Name: ABM Building Services

Mailing Address: 4100 Amon Carter Blvd Suite 112

City: Fort Worth


State: Texas

Zip: 76155

Telephone Number: (817) 858-1000

Fax Number: (972) 819-7817

Email Address: jay.vineyard@abm.com

Authorized Signature: 

Printed Name: Doug Smyers

Position: Sr Vice President

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blonde McRatt 1/21/16
TIPS Authorized Signature Date

David Wayne Fitts 1/21/16
Approved by Region VIII ESC Date

References- Most Recent Schools

SHELTON SCHOOL

Mitzi Freeman
15720 Hillcrest
Dallas, TX
972-774-1772

IRVING BIBLE SCHOOL

Mr. Joe Young
2435 Kinwest
Irving, TX
214- 801-5159

HOUSTON INDEPENDENT SCHOOL DISTRICT (HISD)

Mr. William E. Kuykendall, Jr.
Project Manager – HISD DFS
100 Roy Street
Houston, TX 77007
713-426-8320

HOUSTON INDEPENDENT SCHOOL DISTRICT (HISD)

Mr. Solon Carver
Supervisor of Area 1
250 McCarty Drive
Building 32
Houston, TX 77029
713-676-9738

ALDINE INDEPENDENT SCHOOL DISTRICT (AISD)

Mr. Rick Campbell
Director of Maintenance
Houston, TX 77032-3099
281-985-6265



ALDINE INDEPENDENT SCHOOL DISTRICT (AISD)

Mr. Emitte A. Roque
Executive Director of Buildings and Porperty
Houston, TX 77032-3099
281-985-6265

LEANDER INDEPENDENT SCHOOL DISTRICT (LISD)

1900 Cougar Country Dr
Leander, TX 78646
512-434-5393

MADISON COUNTY SCHOOLS

Dr. Mitch McGhee, Superintendent
mmcghee@madison.k12.ga.us
706-795-2191

WALTON COUNTY SCHOOLS

Mr. Randy Bradberry, Director of Operations
rbradberry@walton.k12.ga.us
770-226-4428

GREENE COUNTY SCHOOLS

Dr. John Hooper, Assistant Executive Director
Georgia School Superintendents Association
gssjlh@langate.gsu.edu
404-413-8135

*Dr. Hooper was the Superintendent at Greene County when the program was performed

RANDOLPH COUNTY SCHOOLS

Mr. Bobby Jenkins, Superintendent
jenkinsb@sowegak12.org
229-732-2641



MURRAY COUNTY SCHOOLS

Dr. Vickie Reed, Superintendent

vickie.reed@murray.k12.ga.us

706-695-4531

ELBERT COUNTY SCHOOLS

Mr. Rick Higginbotham, Principal, Elbert County High School

higg@elbert.k12.ga.us

706-283-3680

*Mr. Higginbotham was the Asst. Superintendent for Operations at the time of the project

BALDWIN COUNTY GOVERNMENT

Mr. Bobby Avery, Director of Facilities

jtbavery@alltel.net

478-445-2014

Company Profile

Please provide the following:

1. **Company's official registered name.**

ABM Building Services

2. **Brief history of your company, including the year it was established.**

ABM is a best in class provider of HVAC solutions and services design, engineering, implementation and maintenance. ABM also has core competencies around Facility Management and HVAC Services for Building owners. ABM provides Comprehensive Facility Services to more than 7500 buildings nationally and has operating branches in most major metropolitan locations nationwide and select international locations.

3. **Corporate office location.**

Corporate offices are located in Houston Tx, Atlanta Ga, Pittsburgh Pa and Irvine Ca.

There are 12 locations throughout Texas including Houston, Austin, DFW, San Antonio, Midland Odessa area, El Paso, and Abilene.

4. **List the total number of sales persons employed by your organization within the United States, broken down by market.**

Key contacts for the State are

Doug Smyers	Sr. Vice President	29 years experience	817-858-1000	doug.smyers@abm.com
Jay Vineyard	State Sales Manager	22 years experience	817-858-1010	jay.vineyard@abm.com

5. **List the number of location of offices, or service centers for all states being bid in solicitation.**

Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

6. **Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:**

A. Sales	Jay Vineyard	jay.vineyard@abm.com	817-858-1010
B. Sales Support	Jay Vineyard	jay.vineyard@abm.com	817-858-1010
C. Marketing	Henry Johnson	henry.johnson@abm.com	817-858-1000
D. Financial Reporting	Lisa Valenzuela	lisa.valenzuela@abm.com	817-858-1010
E. Executive Support	Doug Smyers	doug.smyers@abm.com	817-858-1001

7. **Define your standard terms of payment.**

Net 30 days

8. **Overall annual sales for the last three (3) years; 2013, 2014, 2015**

Annual sales are \$25 million per year over the last 3 yrs.

9. **What differentiates your company from competitors?**

ABM is not a manufacturer or a dealer for any one item or brand we always look at what makes the most sense in each application. We self-perform most all of the work we provide.

Marketing/Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date.

This should include, but not be limited to:

- a. Direct mail campaigns
- b. Advertisement of contract in regional or national publications
- c. Participation in trade shows
- d. Each and every salesperson will be educated on what this means in the marketplace and our brochures, pamphlets, presentations and emails will show our relationship with TIPS.

2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

ABM already has a long reach in the cities, counties and schools market throughout Texas this along with the Energy Services contract and HVAC Solutions Contract will help us perform even more work for these entities and others.

3. Explain how your company plans to market this agreement to existing government customers.

This contract will allow ABM to perform even more work in more areas in state and local government buildings that we have contracts with along with ISD's we have a working relationship with at this time.

4. Provide the revenue that your organization anticipates for the first three (3) years of this agreement.

\$__300000__ in year one

\$__600000__ in year two

\$__1000000__ in year three

Contractor License

State	License Number
Texas	Not Required

- ** Contractor must list each state that they are licensed to work. Contractor must also add these states to the Pricing Exhibit, that includes a coefficient for each state.**
- ** Contractor will only be awarded states listed on this sheet.**

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)



YES or



NO

2. If yes, do you agree to comply with the following federal requirements? (Check one)



YES or



NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

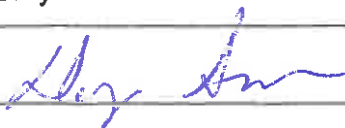
(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name ABM Building Services

Name of authorized representative Doug Smyers

Signature of authorized representative



Date 11/20/2015

SUSPENSION OR DEBARMENT CERTIFICATE

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

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: ABM Building Services

Vendor Address: 4100 Amon Carter Blvd Suite 112 Fort Worth Texas 76155

Vendor E-mail Address: jay.vineyard@abm.com

Vendor Telephone: 817-858-1000

Authorized Company Official's Name: Doug Smyers

Signature of Company Official: 

Date: 11/20/2015