

VENDOR CONTRACT

Between Jacobs-Cathey Company and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For Comprehensive HVAC Solutions and Services # 01-032615

General Information

The 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 the 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 vendor(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. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

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 residence at 4845 North US Hwy 271, 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.

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, or rented to, or 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

This contract period is for one (12) months 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. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

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

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

Participation Fees

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

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its 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, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its 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, its 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, its 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 membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if Vendor has 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 Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract #01-032615 on PO.
- Email PO as a PDF attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

Form of Contract

The form of contract for this solicitation shall be the sealed 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 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 the TIPS contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this

contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

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

Audit rights

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

Force Majeure

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

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation

and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

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

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



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

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



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

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.

Vendor Profile

1.1. Disadvantaged/Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that their firm is a HUB and/or D/M/WBE

☒ Yes ☐ No

(Vendor must fill out MWBE form: http://www.tips-usa.com/assets/documents/docs/MWBE_form.pdf)

And include the form in Section 7 (Certificates)

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder.

☒ Yes ☐ No

Vendor's principal place of business is in the city of Waco State of Texas

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

1.4.1. 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.

☒ Yes ☐ No

If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS participation fee.

☒ Yes ☐ No

1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee.

☒ Yes ☐ No

1.4.4. Additional discounts to TIPS members for bulk quantities or scope of work?

☒ Yes ☐ No

1.5. Vendor Service

1.5.1. Average shipping time after receipt of customer order is 5 working days.

1.5.2. Which description best describes your company's position in the distribution channel?

☐ Manufacturer direct

☐ Certified education/government reseller

☐ Authorized distributor

☐ Manufacturer marketing thru reseller

☒ Value-added reseller

☐ Other _____

1.5.3. Company experience in this category. 58 Years

The Vendor can provide services and/or products to all 50 US States?

☐ Yes ☒ No

If answer is no, please list which states can be served Texas

1.5.4. Provisions for purchase with federal funds for contracts exceeding \$100,000. These forms are for non-construction contracts. Fill out the following forms and include in the Section 7 (Certificates) of your proposal:

[http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_\\$100K_non-construction.pdf](http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_$100K_non-construction.pdf)

http://www.tips-usa.com/assets/documents/docs/Suspension_or_Debarment_Certificate.pdf

Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.

____ ☐ Month(s); or ____ ☐ Year(s); or ☒ Term of Contract

Company and/or Product Description: (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 750 characters.

Sales, installation, service, maintenance and support of heating, ventilation, air conditioning, and refrigeration (HVACR) equipment, controls and devices. Custom sheet metal fabrication and installation, including but not limited to duct work.

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

Dealer Name _____ **Tel** _____

Address _____ **Fax** _____

Primary Contact _____ **Email** _____

Dealer Name _____ **Tel** _____

Address _____ **Fax** _____

Primary Contact _____ **Email** _____

Dealer Name _____ **Tel** _____

Address _____ **Fax** _____

Primary Contact _____ **Email** _____

Dealer Name _____ **Tel** _____

Address _____ **Fax** _____

Primary Contact _____ **Email** _____

ALL SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS

RFP- Comprehensive HVAC Solutions and Services – Due February 12, 2015 at 3:00 p.m.

Mobile: (254) 644-5616

[illegible]

CONTRACT 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 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.
Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name

Jacobs-Cathey/Perryman, Inc. DBA Jacobs-Cathey Company

Mailing Address

P O Box 7305

City/State/Zip

Waco, TX 76714-7305

Telephone No.

(254) 772-9572

Fax No.

(254) 772-9570

E-mail address

jcacwaco@aol.com

Authorized signature



Printed name

Nancy S Perryman

Position with company

President

Purchase Order Contact Person

Name: Bradley H Bullock

(This person is responsible for receiving

Email: brad @jcac.net

Purchase Orders from TIPS)

Phone: (254) 772-0957

Company Website

www.jacobs-cathey.com

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. 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.

Blunde Mc Natt
TIPS Authorized Signature

3-26-15
Date

David Wayne Fitts
Approved by Region VIII ESC

3-26-15
Date

State of Texas

Historically Underutilized Business Certification and Compliance Program



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

JACOBS-CATHEY/PERRYMAN, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 02-DEC-2011, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Certificate/VID Number: 1742619642800
File/Vendor Number: 36191

A handwritten signature in cursive script that reads "Paul A. Gibson".

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

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

PART A: QUALIFICATIONS

QUALIFICATION STATEMENT

Since 1956, Jacobs-Cathey Company has provided top quality heating, ventilation, air conditioning, and refrigeration (HVACR) sales, installation, and service to Central Texas. Our philosophy is direct: retain talented, capable personnel and empower them for long term success. Our current management team has experience dating back to our original owners. All field superintendents are "working" managers, each with over 15 years of HVACR experience and over seven years with Jacobs-Cathey Company. This level of employee retention, along with our commitment to training and equipment, empowers Jacobs-Cathey to complete projects from small residential applications to large commercial and industrial projects.

- **Demonstrated competence and qualifications to perform the services**

NAME: Jacobs-Cathey/Perryman Inc. (dba) Jacobs-Cathey Company

ADDRESS: mailing: PO Box 7305 Waco, Texas 76714
physical: 600 Jewel Dr Waco Texas 76712

Phone 254-772-9572

Fax 254-772-9570

Nature of Business: HVACR

Heating and Air Conditioning Contractor
Installation, Sales and Service of all Brands
Residential, Commercial, and Industrial
CARRIER Specialist since 1956
Custom Fabricated Sheet Metal Specialist

Standard Industrial Classification (SIC) Codes

3585 Air-Cond & Warm Air Heatg Equip & Comm & Indl Refrig Equip
3822 Auto Controls For Regulating Residential & Comm Environments
1700 Construction - Special Trade Contractors
3430 Heating Equip, Except Elec & Warm Air; & Plumbing Fixtures
3433 Heating Equipment, Except Electric & Warm Air Furnaces
3490 Miscellaneous Fabricated Metal Products
3580 Refrigeration & Service Industry Machinery
4961 Steam & Air-Conditioning Supply

NAICS

238220 Plumbing, Heating, and Air-Conditioning Contractors
332322 Sheetmetal work manufacturing
Refrigeration equipment repair and maintenance services,
811310 industrial and commercial-type

Type of Business: S-Corporation

State of Incorporation: Texas

Years in Business: since 1956 in the Waco area with current management since 1991
No subsidiaries and No affiliate firms

Corporate Officers Nancy S Perryman, President and Owner
Harry L Marak, Executive Vice President and licensed HVAC

Current Employees: 40+ / open shop

Past/Present Financial Information:

Never filed bankruptcy (firm or principals)
Never defaulted on loan or surety
Only UCC filing is in favor of owner

COMPANY HISTORY

John Jacobs and Bill Cathey founded Jacobs-Cathey Company in 1956. The very first central air-conditioning system to be installed in the Central Texas region was installed by Knukels-Cathey the forerunner to Jacobs-Cathey Company. In 1956, Jacobs-Cathey joined the CARRIER family and became the first CARRIER dealer in Central Texas. Having expertise with CARRIER, TRANE, LENNOX, AND YORK equipment Jacobs-Cathey strives to carry on the long tradition of personal service for each and every customer. Having a complete sheetmetal fabrication shop on location, Jacobs-Cathey is equipped to handle the air conditioning, heating, or ventilation needs of the home owner, business owner, church or school multi-building facility, as well as the needs of a one-of-a-kind manufacturing or industrial plant.

JACOBS-CATHEY COMPANY IN 2011

Jacobs-Cathey Company's most valuable asset is its very unique combination of skilled personnel in the Executive Team, Management Team and Field Superintendents. The executive team of Nancy S Perryman and Harry L Marak have been working together for 18 years and have lead this locally owned business through many changes in order to continue the quality of work and personal attention that has kept customers coming back for many years. Harry L. Marak, a graduate of Texas A&M, has been designing and overseeing the installation of HVAC systems at Jacobs-Cathey for more than 35 years. Nancy S Perryman, formerly an instructor in the School of Business at Baylor University, has been involved in Jacobs-Cathey since 1998 and

became the sole owner in 1991. The management team consists of four division leaders that have worked together for more than 10 years. All field superintendents have more than 15 years experience in a lead position and all have been with Jacobs-Cathey for more than 7 years. Jacobs-Cathey has long been a provider of quality HVAC design, equipment installation, and ductwork fabrication. The majority of customers for Jacobs-Cathey have been using this locally owned business for many years.

THE EXECUTIVE TEAM

Nancy S. Perryman

President and CEO since 1992

Education:

MS Baylor University in Economics (1981)

BS University of Houston in Mathematics and Economics (1975)

Experience:

Owner and President of Moses Plumbing Company 1991 - 2000

Owner and President of Noteworthy 1989-1992

Owner and President of Magnolia Holding Company - since 1989

Economic Research and Management: - Texas Economic Publishers 1978 - 1986

Economics Lecturer - Baylor University 1978 - 1982

Community Services have included:

Finance and Building Committee - DaySpring Baptist Church

Corporate Sponsor - Central Texas Leukemia Society

Regional Chairperson: Muscular Dystrophy Association

Board of Directors and Finance Committee Member - Waco Symphony Orchestra

Harry L Marak

Executive -Vice President since 1992

Vice President 1989 - 1991

HVAC Sales and Design -- since 1973

Education:

BA Texas A & M University 1971 Business Management

HVAC License with State of Texas for Class A Design since 1985

LP and Gas License with State of Texas

Certificate with EPA for Universal Refrigerant

Community Services have included:

Rotary Waco - Membership Committee

Board Member - Heart of Texas Builders Association

Board Member and President --West ISD

Associate Board Member -- General Contractors of Central Texas

4th Degree Knights of Columbus - St. Mary's Church -- West, Texas

Responsibilities:

Residential and Commercial Sales and Design

RFP- Comprehensive HVAC Solutions & Services -- Due February 12, 2015 at 3:00 p.m.

The Interlocal Purchasing System (TIPS)

Lead Agency -- Region VIII Education Service Center

Review of All Commercial Estimates and Proposals
Design and Budget for all Commercial Jobs

THE MANAGEMENT TEAM

Ricky L Boyd

Project Manager & Design Draftsman since 1991

Education:

Associates Degree Drafting and Design Technology 1984 -- TSTC
TSTC Award in Design Competition (1984)
Certificates for Mastering AutoCad and Estimation Programs

Experience:

Design and Draftsman -- Billington Construction 1983 - 1991

Community Services have included:

West ISD Project 2000 Committee Member
Little League Coach West, Texas since 1989
Parish Council Member -- St. Martins Catholic Church

Responsibilities currently include:

Supervisor Sheet Metal fabrication Department
Supervisor Commercial Installation Department
Estimation, Bids, and Budget Preparation for all Commercial Bids
Scheduling Labor and Materials on all Commercial Jobs
Field Inspections on all Commercial Sheet Metal Work

Charlie Driver

Service Department Manager since 2003
Service Department Senior Technician since 1996

Education and Certifications:

Associated Degree HVAC Applied Sciences 1992 - Delmar College
Trane master Technician Certification and Trane Controls Certification
Carrier VVT (Parker Controls) and Carrier Comfort Network Certification
Hoshizaki American Specialist 2003
Texas State HVAC Contractors License - Class A
NATE-North American Technician Excellence Certification

Responsibilities currently include:

Supervisor of Service Department
Technical Support for all installations
Estimation, Bids, and budget Preparation for Service Department
Scheduling of Labor, Materials, and Inspections for Service Department
Field inspection of all equipment installations for commercial jobs
Design and field inspection for all control installations

- **The proposed services and methodologies meeting the TIPS' needs and requirements**

To facilitate contracts of the magnitude of TIPS/TAPS, Jacobs-Cathey Company has the following capabilities in place:

- Bonding capacity in excess of \$1,000,000.00
- Bank line of credit of \$200,000.00 (zero balance as of February 1, 2012)
- Automated sheet metal fabrication
- Long-term relationships with major manufacturers and vendors to facilitate competitive pricing and local availability of durable goods

PART B: PROPOSAL

As detailed in the Request for Proposal (RFP), Jacobs-Cathey Company will provide HVAC mechanical and energy infrastructure solutions and services. This category will provide customized, integrated solutions, as well as implement building, energy solutions and manage risk through fully outsourced development, environmental permitting, engineering, construction, financing, management, startup and commissioning, operation & maintenance, and fuel management solutions. Services and products provided by Jacobs-Cathey Company will encompass, but are not limited to the following:

Air Conditioning Equipment (air handlers, air terminals, chillers, controls, duct free split systems, fan coils, PTACs, rooftop units, small packaged systems, split systems, thermostats, vertical packaged units, water source heat pumps, emergency temporary cooling, all refrigeration products and services, air treatment/indoor air quality products, refrigerant management, application software and furnaces/boilers)

HVAC Automation

HVAC Service Agreements, Modernization, Repair

HVAC Rentals

Commissioning/Start-up

Energy Services

Performance Contracting

Re-commissioning

Building Automation

Fire, Life & Safety

Electronic Security

Network Integration

Green Building Design

Renewable Energy

Carbon Reduction

Facilities Management

Workspace Design

Construction Solutions

Central Steam Plants

Central Water Plants

MAJOR PROJECT REFERENCES FOR JACOBS-CATHEY COMPANY

MEXIA ISD – 2012 \$1,100,000.00
DISTRICT-WIDE HVAC EQUIPMENT UPGRADES FOR IMPROVED EFFICIENCY
Mexia, Texas
Contact: John Turpin, Mexia ISD Superintendent 254-562-4000

MIDWAY ISD - 2010 - \$190,000.00
NEW PANTHER STADIUM
Hewitt, Texas
Contact: Aaron Mynar - Mazanec Construction Co 254-799-0291

Troy ISD - \$ 974,630.00
New Middle School and Addition to Existing Elementary
Contact - Vanguard Contractors - Tom Rehak 254-778-2223

Allergan (manufacturing facility) -\$ 925,000.00
Addition to Plant with John Erwin Construction, Inc.
Contact John Erwin 254-756-6511

McLennan County Community College - \$915,000.00
Renovations to existing building with WA Johnson, Engineer
Contact W A Johnson 254 - 772-5769

Somerville County Expo - \$ 750,000.00
New Pavilion with BFW Construction Inc. Temple, Texas
Contact Bobby Watley

Lavega ISD - \$625,440.00
New Primary School with Mazanec Construction
Contact - Mark Mazanec 254-799-0291

Waco Historic Lofts - \$ 596,000.00
Renovation of existing Historic Building into Condos
Contact Rehab Builders - Bill Anderson 336-215-2980

Allergan (500 Ton Chiller) - \$ 569,064.00
Addition to plant with John Erwin Construction, Inc.
Contact John Erwin 254-756-6511

West ISD - \$ 564,905.00

New High School with CSS Construction
contact Daryl Maxwell 254-865-8441

Meridian ISD - \$543,995.00

New Construction with Baird-Williams Construction
Contact Ed Nelson 254-773-3499

L3 - Fabric Hanger - \$519,575.00

New Hanger with Pearson Construction
Contract Scott Pearson 254-772-2737

Mexia ISD - \$ 491,526.00

new construction of Middle School with Construction Manager
contact DSA INC. Cleburne, Texas

West ISD - \$ 465,835.00

School Plant Improvements with Huckabee & Associates, Inc.
Jacobs-Cathey was General Contractor
contact Paul Svacek 254 - 968 - 5588

Bruceville -Eddy ISD -\$428,035.00

New Construction with Mazanec Construction
Contact Mark Mazanec 254-799-0291

Hollywood Theater - Killeen-- \$ 391,912.00

new construction (owner provided equipment)
with Eyberg Construction Inc., contact Gary Kygar

Waco ISD - \$385,000.00

Renovations and Unit Replacements
Jacobs-Cathey was General Contractor
Contact Dewayne Uptmore 254-379-2868

Austin Flat Condos - \$ 354,590.00

New Construction of Retail Center and Condos
Contact - William Taylor Co - Ford Taylor 254-772-9675

Place Apartment Complex \$ 328,120.00

New Complex near Baylor with William Taylor Co
Contact - William Taylor Co 254-772-9675

Tractor Supply \$ 327,550.00

New Distribution Center
With Bob Moore Construction