

VENDOR CONTRACT

Between _____ 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 devises, 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.

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 TIPS 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 TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS 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 TIPS 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.

Stored materials

Upon prior written agreement between the contractor and Member, payment may be for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the contractor against loss or damage. Contractor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must allow reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Upon final acceptance by the Member, it shall be the Contractor's responsibility to protect all materials and equipment. The Contractor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

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, TIPS 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 the 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 TIPS 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

It is the intention of TIPS to establish an annual contract with highly qualified vendor(s) for **Job Order Contracting**. Vendor(s) shall, at the request of TIPS member, provide these products and/or covered services under the terms of this CONTRACT and the CONTRACT TERMS AND CONDITIONS. Vendor shall assist the end user TIPS member with making a determination of its individual needs, as stated below.

TIPS is seeking electronically sealed proposals for job order contracts for this procurement in accordance with Texas Government Code Chapter 2269, Subchapter (I) Job Order Contracting. The purpose of this procurement is to award job order contract(s) for the minor construction, repair, rehabilitation, or alternation of a facility for work of a recurring nature in which the delivery times are indefinite and indefinite quantities and orders are awarded substantially on the basis of pre-described and pre-priced tasks.

The contractor shall furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and shall perform all operations necessary and required for construction work. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS client partner.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB). When a specific project or job order is issued, TIPS member and the contractor will agree on the scope of work and the cost is determined by applying the coefficient to the appropriate units in the UPB.

Information to Bidders

TIPS intends to enter into multiple Job Order Contracts to provide indefinite delivery, indefinite quantity (IDIQ) contracts for minor construction, renovation, repairs and alteration services. These contracts will be available for use by all public entities such as ESC's, ISD's, universities, city and county governments, community colleges, state and federal agencies in these United States and other jurisdictions. It may also be used by certain private non-taxed entities.

The contractor agrees to use, as required, Davis Bacon (See the UPB) or local wage rate that apply with some of the TIPS client members. The client member must supply any Davis Bacon or local wage rates requested.

The current annual edition of RS Means and quarterly adjustments will be the UPB used.

TIPS will receive **2% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line

item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty (30) days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty (30) days of the invoice date.

RS Means will be the unit price for this contract using the RS Means right hand column ("Total Inc. O&P") and the most recent edition including any quarterly RS Means 12-digit line number. Contractors, at their expense, will make copies of the UPB available to the client member upon request via electronic or printed media.

While division one of the UPB will not be generally allowed, special requirements out of division one may be allowed with the approval of the client member and listed as a separate line item with an attachment giving an explanation as to the special need. One example would be a dedicated onsite safety officer and/or delivery order manager and/or superintendent at all times during construction. Unless this is very large DO, it would not be covered in the JOC coefficient. The mere signing of the Purchase Order without the noted exception and approval is not sufficient.

As defined, the contractor's bid coefficient shall include all overhead items such as office, safety equipment, vehicles and fuel, communication equipment, computers, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingences. The contractor, at his expense and included as part of overhead, will provide adequate insurance coverage meeting at a minimum the statutory requirements. All project management, administration, and sufficient jobsite supervision are to be included in contractor's bid coefficient as well as any other main office or project overhead and profit items.

Items that are not found in the UPB will be listed as "non-pre-priced". This does not include previously discussed design and engineering costs. The contractor will provide three prices to establish the average bare cost for each item and add in the Overhead and Profit (OH/P) based upon the contractors coefficient. This line item will then be negotiated with the client member and as approved the item will then be added to the price book for future projects and no longer is non-pre-priced. The need for this special treatment needs to be addressed in the line item estimate and agreed to by the client member and TIPS.

Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all Job Orders over \$25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas, or client member state, attesting to its willingness to bond your company for \$1 million dollars must be submitted. Contractors may need to provide additional capacity as job orders 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 client member and added to the purchase order.

SCOPE OF SERVICES

The specific scope of work for each job order shall be determined in advance and in writing between TIPS Client Member and Contractor.

It is okay if the client member provides a general scope, but the contractor should provide a written scope of work to the client member as part of the proposal. Once the scope of the job order is agreed to, the client member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the client 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.

CONTRACT AND DOCUMENTS

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 contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail.

The Unit Price Book (UPB) will be the current edition of RS Means Facilities Construction Cost Data or if published RS Means Job Order Contracting cost data. The current edition AIA Master Text specifications and all applicable national, state, and local laws, codes, standards and regulations shall be followed.

Other documents to be included are the contractor's proposals, task orders, purchase orders and any adjustments which have been issued.

PROJECT DELIVERY ORDER PROCEDURES

The client member, having approved and signed interlocal agreement, may make a request of the contractor 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 contractor shall make contact with the client as soon as possible, but must make contact with the client member within two working days. Contractor shall visit the member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record

documents from client member to include, but not limited to, hazardous materials survey and other relevant documents.

The contractor and the member will agree on the time when the job order proposal will need to be reviewed for approval by the client member. The contractor will then prepare a job order proposal including a written scope of work using an automated software system that will provide a line item estimate of the individual tasks, the quantities, the city cost index, his bid coefficient, and any applicable cost additions including any possible division one line items and design work that may be required and in need of approval. Information on those division one items that may be included can be found in information for offerors.

Contractors will be required to submit Job Order proposals and shall provide a line estimate based upon their coefficient and the UPB for that SOW which must be reviewed and agreed to by the client member prior to their issuance of a PO and DO.

When design work is necessary, the A/E selection shall confirm and be based upon qualifications of the design personnel according to applicable state law for selection. The client member may select an architectural consultant or use their own design capabilities providing the plans to the contractor.

The line items taken from the UPB and the estimated quantities totaled will be modified with the application of the city cost index and the contractor's coefficient. Any adjustment factors from division one will be added to establish the final price agreed to for the project. Cost adjustment factors, as allowed, must clearly identify those individual tasks (line items) to which they are applicable and include corresponding percentage.

The client member will then review the proposal and if the member's representative is in agreement with the proposed pricing and schedule, then other terms and requirements of the job order will be issued that will contain the approved job order proposal (scope of work) and the Purchase Order ("PO"). The PO will include the lump sum price, start date, schedule and notice to proceed and will be signed by both parties as a lump sum fixed price contract. After the agreement is signed, a copy of the purchase order shall be sent to TIPS representative completing the contracting and interlocal requirements. Each job order proposal shall be good for a period of 30 days unless an extension is agreed to by both the contractor and client member.

SCHEDULING OF PROJECTS

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line estimate and approved Job Order proposal. For large projects a Construction Project Management (CPM) schedule should be included in the proposal. The

construction performance 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 contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

SUPPORT REQUIREMENTS

If there is a dispute between the contractor and client, 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 contractors TIPS project files, documentation and correspondence.

The contractor will be required to furnish and maintain a field office in an awarded region. All of the expenses of maintaining these offices including furnishings, supplies, fax, and mobile and local phone services are the contractor's overhead responsibilities.

Utilities at the job sites will be furnished free of charge to the contractor by the client member. Water will be furnished free, with all of the taps, connections and associated equipment supplied free of charge to the contractor or supplied by the contractor and charged to the client. Upon project completion, the connections will be removed at the direction of the client.

Estimating Requirements: Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other approved estimating software. "Other software" than one of the four software programs listed above **must be approved by TIPS.**

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services 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 TIPS at 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 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 approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
-

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

() We take no exceptions/deviations to the general and/or 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/or 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:

[illegible]

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 Jamail & Smith Construction, LP
Address 16875 Diana Lane

Houston, TX 77058

Contact
Department
Building
Floor/Room
Telephone 1 (281) 461-7075
Fax 1 (281) 461-7260
Email
Submitted 12/11/2015 11:00:34 AM CT
Total \$0.00

Signature Greg Smith

Email gsmith@jamailsmith.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)	AR, LA, TX
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.)	Jamail & Smith Construction, LP Job Order Contractor
6	Primary Contact Name	Primary Contact Name	Greg Smith
7	Primary Contact Title	Primary Contact Title	President/Owner
8	Primary Contact Email	Primary Contact Email	gsmith@jamailsmith.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5124103902
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2814617260
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	5122968195
12	Secondary Contact Name	Secondary Contact Name	Jim Jamail
13	Secondary Contact Title	Secondary Contact Title	CEO/Owner
14	Secondary Contact Email	Secondary Contact Email	jimjamail@jamailsmith.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2814617075
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2814617260
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2813819482
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jennifer Trahan
19	Admin Fee Contact Email	Admin Fee Contact Email	jtrahan@jamailsmith.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2812443317
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Greg Smith
22	Purchase Order Contact Email	Purchase Order Contact Email	gsmith@jamailsmith.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5124103902
24	Company Website	Company Website (Format - www.company.com)	www.jamailsmith.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	76-03701180

26	Primary Address	Primary Address	16875 Diana Lane
27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	77058
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.)	Job Order Contractor, JOC, Construction, Jamail & Smith
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?	Houston
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
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?	No
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?	17
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: Jamall & Smith Construction, LP acting by and through its General Partner, Smith-Jamall, LLC

Mailing Address: 16875 Diana Lane

City: Houston

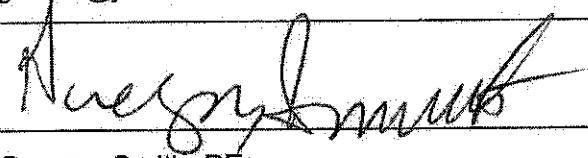
State: TX

Zip: 77058

Telephone Number: (281) 461-7075

Fax Number: (281) 461-7260

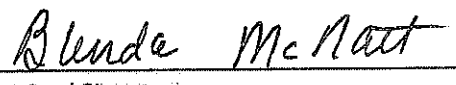
Email Address: gsmith@jamallsmith.com

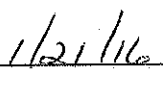
Authorized Signature: 

Printed Name: Gregory Smith, PE

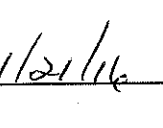
Position: President/Owner

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.


TIPS Authorized Signature


Date


Approved by Region VIII ESC


Date

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
University of Texas - JOC	Austin	TX	Kristi Koch	512.475.8426
City of San Antonio	San Antonio	TX	Roger Carrillo	210.207.8528
Buyboard	Austin	TX	Steve Fisher	512.467.0222
Spring Branch ISD	Houston	TX	Travis Stanford	713.251.1001
CY-Fair ISD	Cypress	TX	Steven Johnson	281.517.2675
City of College Station	College Station	TX	Billy Ebender	979.209.5522
Alamo College	San Antonio	TX	John Strybos	210.207.8528
Austin Community College	Austin	TX	Rober Galindo	512.223.1007
Fort Bend ISD	Sugar land	TX	James Caylor	281.634.5585
City of Houston	Houston	TX	James Reddington	832.393.8001

Company Profile

Please provide the following:

1. Company's official registered name.

Jamail & Smith Construction, LP acting by and through its General Partner, Smith-Jamail LLC

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

Founded in 1982, Jamail & Smith Construction, LP provides professionally managed renovations and new construction projects through Job Order Contracting (JOC). We employ more than 40 people across Texas, based in our three metropolitan areas: Houston, Austin, and San Antonio. Our management philosophy is to make you look good and is based upon achieving customer satisfaction through innovative management. This philosophy has allowed us to achieve more than 90% of our work through repeat business, a 98% on-time performance record, and a 9.4 out of 10 customer satisfaction rating on our performance surveys conducted at project completion. Jamail & Smith entered the JOC business in 1999 as a primary subcontractor on Houston Independent School District's fire and life safety code JOC. During the past 16 years in the JOC business, we have developed, grown and adapted the best practices of our staff and clients to the changing needs of owners and attracted some of the most experienced and proficient people in the JOC industry to our team

3. Corporate office location.

Jamail & Smith Construction, LP
16875 Diana Lane
Houston, TX 77058

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

With more than 12 years of cooperative JOC experience under our belt, we've learned that our best salespeople are the project managers and superintendents who directly serve our customers. So to that end, we have more than 40 sales people in our company, directly touching customers on a daily basis. We've invested in certain management and training practices to "tweak" their salesmanship, probe for needs and recognize opportunities, and manage their time to attend to prospecting and meeting new customers. We have discovered that with some attention and assignment, these skills can be refined and are essential in maximizing the volume we obtain from any one customer. We've also discovered that the ability to sell large programs of work requires more teamwork than a single salesman or project manager.

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.

Texas Contacts			
Luis Garcia	San Antonio Regional Manager	210.569.8522	lgarcia@jamailsmith.com
Andy Hood	Austin Regional Manager	512.410.3905	ahood@jamailsmith.com
Jim Jamail	CEO Houston	281.461.7075	jimjamail@jamailsmith.com

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

A. Sales

Gregory Smith, PE

Contact: 16875 Diana Lane, Houston, Texas; 281-461-7075; gsmith@jamailsmith.com

Resume: Greg has more than 27 years of experience in every aspect of the construction industry and serves as the President over all Texas projects. He possesses a broad knowledge of organizational dynamics and brings success to everyone involved. Greg is responsible for staff selection, training, performance, customer satisfaction, and has committed to managing the sales of cooperative purchasing and job order contracting services. He has built and managed the company's operational infrastructure to support a 700% increase in annual revenues. Greg established the regional offices locations, improving access to customer needs and increasing operational control. His vast experience and knowledge of educating, negotiating and managing construction services in both established and new regions proves his dedication to the promotion of this program

B. Sales Support

Devin Prior

Contact: 16875 Diana Lane, Houston, Texas; 281-461-7075; dprior@jamailsmith.com

Resume: Devin has more than 15 years of experience in providing exceptional customer services. She is responsible for supporting Jamail & Smith Construction with managing executive personnel and customer relations. Devin assists with marketing and client relations, whether it be coordinating events or representing the company with potential clients. She has exceptional people skills and excellent communication skills, both written and verbal. She has more than ten years of executive support experience and over ten years in related sales and client relations. Devin is highly intuitive, articulate and a likeable professional that will support in our sales efforts.

C. Marketing

Gregory Smith, PE

Contact: 16875 Diana Lane, Houston, Texas; 281-461-7075; gsmith@jamailsmith.com

Resume: Same as sales.

D. Financial Reporting

Jennifer Trahan

Contact: 16875 Diana Lane, Houston, Texas; 281-461-7075;

jtrahan@jamailsmith.com

Resume: Jennifer has more than 17 years experience in accounting and finance responsibilities. She supervises all accounting functions, as well as the accounting staff. Jennifer is responsible for monthly company progress reports, and company projections for contracts and proposals. She coordinates invoicing and payroll for customer accounts, and processing quarter and annual payroll reports. Jennifer will assist in all tasks necessary to achieve the organization's mission and help execute staff succession and growth plans.

E. Executive Support

Devin Prior

Contact: 16875 Diana Lane, Houston, Texas; 281-461-7075; dprior@jamailsmith.com

Resume: Same as sales support.

7. Define your standard terms of payment.

Jamail & Smith's project payment terms specify monthly progress payments paid within 30 days of invoice acceptance by the owner. This usually accommodates most owner's requirements and we are proud to report that we have little trouble with receivable aging or past due payments. In the event an owner requires special provisions, we can usually accommodate their disbursement needs. For several of our clients, we agreed not to invoice for work that was funded by State Energy Conservation Office Grants, until the grant funding was disbursed. This aided the client in getting the project accomplished without impacting its cash flow.

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

2013	2014	2015
\$38,855,661.26	\$28,089,988.91	\$18,798,450.00

9. What differentiates your company from competitors?

The primary differentiators of our firm over other job order contractors are:

1. Our commitment to JOC: Our Company has been a leader in job order contracting innovation for more than 16 years, and we've contributed to the shape it is in today. Jamail & Smith is one of the first cooperative job order contractors in Texas under the TASB Buyboard's JOC program. Though this program has gone through numerous re-procurements since inception, we have continued to be TASB's choice for job order contracting. We also work to keep JOC legal and well understood by public agencies. Greg Smith, one of our owners, is the past industry chair for the Center for Job Order Contracting Excellence (CJE) and has made customer education his primary goal since joining the board in 2007. Participating in the 2007, 2009, 2011, and 2013 Texas legislative sessions, Greg and Jamail & Smith, through its Texas JOC PAC and CJE, effectively defended JOC legislation so it remained a legal method for public users. Then they expanded its application to the Texas State Government Code, while providing reasonable transparency that allowed public agencies to apply JOC to their needs with confidence by eliminating ambiguities in the law.

2. Our small business responsiveness: Since we're privately owned, our owners and executives are directly involved in the business, so we respond faster than other contractors. We can make commitments more reliably than larger companies.
3. Systems development: Our team comes from many different client and competitor sources, and we've taken the best of many systems and adapted them to our system, leaving the bureaucracy behind. Our processes have been developed and refined specifically for JOC to ensure customers get the maximum utility and benefit Job Order contracting has to offer.
4. Self-performance capability: We're licensed as an electrical firm and combining both the responsiveness of a trade with the flexibility of JOC maximizes the value a customer can derive.
5. Design solutions: We're licensed as an engineering firm, capable of providing useful design support to expedite project development and permitting and deliver to customers a truly turnkey solution.
6. Customer satisfaction: We are the only JOC contractor who consistently measures performance by distributing customer satisfaction surveys to our clients at the end of each project.

While every JOC contractor has something that makes them unique, we've invested in systems to maximize the value and utility a client will obtain from our JOC program. We are consistently selected by public agencies, in the face of stiff competition, because they recognize that our combination of skills and commitment will give them greater value.

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. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows

Our marketing plan for TIPSs JOC is the culmination of 12 years of cooperative job order contracting marketing experience. Over the past decade in cooperative JOC, we've attempted both conventional and innovative ideas to better connect with our marketplace. Our plan incorporates the elements we know work and avoids the expense and headache of what we know does not. The marketing of our company and our cooperative contract will be aimed to achieve the following results:

1. Educate our potential customers on the benefits and confidence our company and the coop can bring in meeting their construction needs, including enlightening them on how to utilize the contract to its fullest potential
2. Maintain Top of Mind Awareness (TOMA) with those customers regularly, so when a need does arise, TIPS and Jamail & Smith are the first choice to accomplish the work
3. Leads Generation: Equip our program management team with the best qualified “leads” for which to undertake a direct sales campaign, and approach clients equipped to solve problems for them

Based on our JOC cooperative sales experience, we have discovered that our best salespeople are our company executives and the program and project managers who will directly serve the clients. We have recently invested in significant systems to improve the salesmanship of our operational staff and have achieved superior results because they now understand not only how to serve a client well but also how to actively seek needs to be met and prospect for opportunities to help clients in ways most construction people are not aware.

Our proposed program management staff has extensive sales experience selling the three most successful JOC programs Jamail & Smith has undertaken: Houston ISD, Fort Bend ISD and Austin Community college where Brent Doucette and Andy Hood served as program and project managers.

Education: First, we must educate the market as to the benefits of JOC and cooperative purchasing. Because of our extensive experience advancing coop JOC in Texas, we have created quality and effective marketing, education and presentation materials and developed knowledge of JOC and coop application in our operations staff. This education will be delivered to the market at multiple points as described below:

1. Association Shows: We consistently attend, exhibit and deliver educational presentations for school board associations, municipal organizations, professional purchasing societies, and county, higher education, and state facilities conferences. Presentations are educational in nature, designed to introduce JOC and cooperative purchasing to decision makers and show them with the positive features. We possess a professional trade booth oriented toward cooperative purchasing.
2. Professional Society Meetings: Jamail & Smith, as part of the educational program will provide lunch-and-learn training to purchasing, facilities maintenance and construction organizations where owners congregate.
3. Direct Sales Calls: We make sales calls to owner staff and boards to explore and educate on the application of JOC.

A key goal of our educational efforts is to establish our message as useful and credible. As the contractor delivering a message to the client, it can sometimes be difficult to be initially trusted, but Jamail & Smith possesses unique experience and qualifications that greatly enhance our trusted advisor role. Our executive team has established themselves as

industry experts in job order contracting. Greg Smith ran the first job order contract in the Navy as a customer, and the first civilian, school district, county, and city JOC, as well as the first Texas Cooperative JOC as a contractor. As the past industry chair for the national Center for Job Order Contracting Excellence, Greg was the leader of the JOC industry's professional association and has been instrumental in formulating legislation to maximize the utility of JOC for customers and contractors. Our proposed staff are all successful JOC project managers and demonstrate great results to earn customer confidence. This industry experience, coupled with a solid education campaign described above, will set the groundwork for establishing Top of Mind Awareness with our customers.

Top of Mind Awareness (TOMA): Our goal in this endeavor is to ensure that TIPS and Jamail & Smith are cited by potential customers as the first choice of a JOC Cooperative that can meet their needs. To achieve this, our objective is to first be established as the "expert" in both cooperative purchasing and job order contracting and in this regard, the entity customers turn to when seeking solutions. Our company possesses several features which contribute to our standing as experts in these fields as defined above.

The second element to maintaining TOMA is consistent contact. To achieve this, we have implemented a direct e-mail campaign and actively managed social media, along with regularly scheduled direct contact in both a business and social environment. Our goal is to "touch" potential customers six times per year. Some of these would be direct selling events and some would be simply reminding/informing customers of what we have to offer. We've been very successful in establishing our name as one of the JOC's that come to mind when customers are asked, and maintaining this profile within the state. We will repeat that positioning in selected states during the first year of this program.

Social Media: Jamail & Smith operates an active blog, an open Facebook page, a Twitter account and a LinkedIn page.



<https://mobile.twitter.com/jamailsmith>



<https://www.facebook.com/jamailsmithconstruction>



<http://www.linkedin.com/company/217747>



<http://www.jamailandsmith.blogspot.com/>

We've found social media to be somewhat useful but less practical in maintaining TOMA with decision-makers in part because social media has not yet been fully adopted in business-to-government markets. However, we use these vehicles to make company announcements, share good news and provide a reliable outlet for our community activities. We've found our greatest connections made using these tools are not the end decision-makers directly but the support organizations, such as the education foundations, booster clubs, and professional societies of the clients we serve.

Direct Participation in Professional Organizations: In addition to attending and presenting at association trade shows, our people participate locally in appropriate professional organizations as either active members or regular guests to maximize both their professional development and contact with customer decision-makers. In Texas, our operations staff joined and participate in CEFPI and the school district maintenance and operations organizations. Our financial people have participated in TASBO. In each state, our operations staff affiliates with a professional organization, such as those such above, to maximize our exposure to client decision-makers.

Lead Generation: The fundamental objective of marketing is lead generation (both incoming and outgoing), and much of our education and TOMA strategies described above are intended to generate INCOMING leads, which are directed to our program management and sales team for follow-up and qualification. In addition to attracting incoming leads, our marketing department provides market research intended to identify potential customers who would gain the greatest benefit from the cooperative JOC program. The marketing team will first identify agencies and determine the quantity and age of their facilities, as well as previous cooperative purchasing utilization. They'll also assemble a list of decision-makers and attempt to ascertain the extent of future construction and renovation required. Marketing will furnish the program management team with a report of findings and arrange a direct meeting to confirm the customer's needs and qualifications. This "sales call" will be to determine the customer's need and educate them on the benefits of coop JOC. Many sales campaigns fail because of a lack of qualified lead generation. With our marketing department responsible for the organization and execution of the activities that generate leads, our project managers and salesmen can spend time in front of the client learning their needs and finding applications for our services.

The marketing department prepares a monthly report of activities conducted and leads generated and the salesmen report on sales call findings. Custom pursuit programs are then prepared for complex customers requiring multi-level approvals, including board

oversight. In addition to the strategies cited above, we'll collaborate, cooperate and fully support the direct marketing campaigns that TIPS wishes to undertake. The beauty of this plan is that we've done this before, and with the benefit of more than 12 years of cooperative JOC marketing under our belts, we'll save valuable time and avoid unnecessary expenditures by applying our energy in the most effective means possible.

Our marketing team consists of Greg Smith and Devin Prior. Greg is responsible for professional organization attendance and presentations. He also has overall responsibility on plan monitoring and reporting. Devin is our proposal writer. She is primarily responsible for proposal development and the creation of custom proposal offerings tailored to the owner's unique needs, such as our "one page proposal" designed to capture a specific component of a client's work needs. She also does our market research and will be responsible for equipping our Program Management team with the qualified leads necessary to meet our direct contact objectives.

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

We've been very successful in delivering the following benefits to customers when using coop JOC services. The 10 greatest benefits of cooperative purchasing and job order contracting for meeting your facility needs include:

1. Cooperative pricing based upon the volume of the entire coop member base instead of the customer alone
2. Pre-qualification of the JOC choices is performed by a national cooperative and ensures maximum capability at better prices than you might achieve on your own
3. Reduce the cost and time associated with advertising and bidding your jobs
4. Assistance in program administration from the COOP
5. Contractor participation during project investigation and scope development ensures NO BID BUSTS
6. Reduce design costs to just what is needed to permit the job, versus what may be required competitively bid the job
7. Avoid the headaches of training a new contractor with each new project
8. Have a resource available to responsively meet emergency and routine needs to better serve the public
9. Reduce or eliminate change orders due to design errors and enjoy contract specified pricing for user requested adds or deducts
10. Get jobs started and finished faster over conventional means

Because of these benefits, we've had the privilege of executing more than \$150MM in cooperatively delivered JOC in the last five years for cooperative members, 90% of which were delivered on a repeat basis signifying customer satisfaction with both our services and the coop utilized.

We'll demonstrate these benefits to potential customers using a combination of presentations and case studies recognizable to the customer as articulated in our marketing plan. We have developed numerous case studies that demonstrate various benefits of coop JOC in a concise and professional format, and our people are all well-versed on the top reasons to select JOC over other methods.

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

For the states that are new to cooperatively procured job order contracting, we will introduce them to the concept of using a new form of construction delivery, as opposed to convincing them to change from one coop to another. We'll begin by identifying customers who have used cooperative purchasing for commodities and explore their needs related to construction while demonstrating the value coop JOC offers. By selecting Jamail & Smith as a national job order contractor, TIPS will be aligning with a firm uniquely qualified for JOC and cooperative purchasing. Jamail & Smith developed and executed the first Cooperative JOC in Texas and executed more than 300 job orders through it before the next cooperative JOC option was created. We proactively educated the market on both the benefits of job order contracting and cooperative purchasing and made significant improvements in acceptance and adoption by public agencies in the early 2000s. When we discovered some public agencies could not utilize the coops we were available through, we sought out and lobbied for the acceptance of construction as a delivery method by TXMAS and became its first job order contractor, opening up the benefits of cooperative construction purchasing to all Texas State Agencies. Today, job order contracting through purchasing cooperatives in Texas has matured as a market, costs have gone down and competition has increased among vendors and coops. We believe this has been a good thing for the customers and we're proud that despite the increased competition and market share, Jamail & Smith has retained its position as the number one cooperative JOC in Texas. Our goal is to create that profile for ourselves and TIPS nationwide, as well.

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

\$ 3MM in year one

\$ 4.5MM in year two

\$ 6MM in year three



Jamail & Smith's warranty provides for a one year material & labor warranty on all work performed. Also, to the benefit of the owner, we assign and assist them in enforcing extended manufacturers warranties on installed products which carry guarantees in excess of the one year contractor's warranty. We are very fortunate that our quality control system has virtually eliminated rework and we believe has minimized warranty calls. However, to support convenience for the owner in seeking warranty support during the warranty period, we furnish project completion certificate which includes both the contact information for our staff to investigate and respond to any warranty calls as well as emails at warranty-department@jamailsmith.com.

We actually receive very few warranty related calls, but to ensure the client's interest is being looked after, and to create an opportunity to meet with them again after the project is completed, we conduct an 11 month warranty walk-thru, to verify that systems are performing to their satisfaction, and if not, take steps to get them documented and corrected before the warranty expires or there arise issues as to whether the problem arose during the warranty period. This proactive management of the warranty process has yielded significant goodwill, and helped us avoid mediating confrontations between our subcontractors and our customers.

Contractor License

State	License Number
Texas	Not Required
Louisiana	57897
Arkansas	323500514

- ** 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.

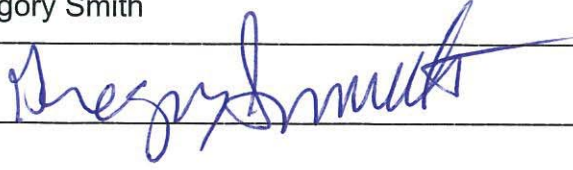
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(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 Jamail & Smith Construction, LP acting by and through its General Partner, Smith-Jamail LLC

Name of authorized representative Gregory Smith

Signature of authorized representative 

Date 12/11/2015

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: Jamail & Smith Construction, LP acting by and through its General Partner, Smith-Jamail LLC

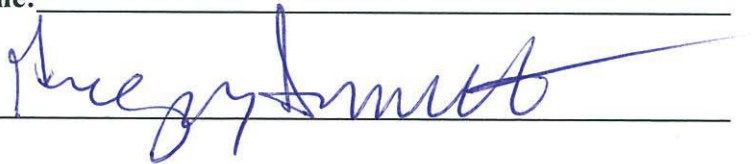
Vendor Address: 16875 Diana Lane Houston, TX 77058

Vendor E-mail Address: gsmith@jamailsmith.com

Vendor Telephone: 281.461.7075

Authorized Company Official's Name: Gregory Smith

Signature of Company Official:



Date: 12/11/2015

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Federal Rule (1) 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 U.S.C. 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.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES JS Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES JS Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must 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."

2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES JS Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 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, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES JS Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be 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 U.S.C. 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.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES JS Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the 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

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of 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.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES YMS Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 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 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES YMS Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide 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 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES YMS Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors 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 U.S.C. 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.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES gss Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES gss Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES gss Initial of Authorized Company Official

Company Name Jamail & Smith Construction, LP acting by and through its General Partner, Smith-Jamail LLC

Print name of authorized representative Gregory Smith

Signature of authorized representative 

Date 12/11/2015

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.