

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 devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

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

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

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

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

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

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

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

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

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

Tax exempt status

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

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

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

Shipments

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

Invoices

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

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

Payments

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

Pricing

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

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

Participation Fees

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

Indemnity

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

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

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing Deviation

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

Cancellation for non-performance or contract deficiency

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

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

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

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

TIPS Member Purchasing Procedures

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

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

Purchase Order Process:

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

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

Form of Contract

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

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

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 contractor's 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.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

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

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	David Mabe, Construction Contracts Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1012116	Floor/Room		Floor/Room
Title	Job Order Contracting	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	11/02/2015	Email	bids@tips-usa.com	Email
Close Date	12/11/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Performance Services, Inc.
 Address 3010 LBJ Freeway
 Suite 1200
 Dallas, TX 75234

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (940) 230-4833
 Fax 1
 Email

Submitted 12/11/2015 11:34:46 AM CT
 Total \$0.00

Signature Tim Thoman

Email tthoman@performanceservices.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)	Texas Indiana Illinois Kentucky Wisconsin Missouri Arkansas Michigan
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.)	Performance Services is an integrated design and delivery engineering company that specializes in constructing and renovating municipal, healthcare and education facilities. We deliver optimal environments through guaranteed energy savings contracts and integrated design and delivery procurement methods. Solar power solutions and water management strategies are integral to our portfolio. Our company is proud to serve as an ENERGY STAR partner and has helped customers achieve the ENERGY STAR Symbol of Excellence at more than 88 buildings to date.
6	Primary Contact Name	Primary Contact Name	Doug Kirkley
7	Primary Contact Title	Primary Contact Title	Business Development Manager
8	Primary Contact Email	Primary Contact Email	dkirkley@PerformanceServices.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2142726963
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	3177131751
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9402304833
12	Secondary Contact Name	Secondary Contact Name	David White
13	Secondary Contact Title	Secondary Contact Title	Business Development Manager
14	Secondary Contact Email	Secondary Contact Email	dwhite@performanceservices.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2105173906
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	3177131751

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2105173906
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kimberly Jones
19	Admin Fee Contact Email	Admin Fee Contact Email	kjones@PerformanceServices.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3178191358
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Tamara Ritter
22	Purchase Order Contact Email	Purchase Order Contact Email	tritter@PerformanceServices.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3178191378
24	Company Website	Company Website (Format - www.company.com)	www.performanceservices.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	35-2047928
26	Primary Address	Primary Address	3010 LBJ Freeway, Suite 1200
27	Primary Address City	Primary Address City	Dallas
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	75234
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.)	Construction, Engineering, HVAC, Energy
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.)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Dallas
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	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?	No
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: Performance Services, Inc.

Mailing Address: 4670 Haven Point Blvd., Suite 200

City: Indianapolis

State: IN

Zip: 46280

Telephone Number: (317) 713-1750

Fax Number: (317) 713-1751

Email Address: dkirkley@PerformanceServices.com

Authorized Signature: 

Printed Name: Tim Thoman

Position: President

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

Blonde McMatt 1/21/16
TIPS Authorized Signature Date

David Wayne Fitts 1/21/16
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
Bell County Expo Center	Belton	Texas	Mr. Joe Latteo, Business Manager
Beech Grove Schools (Four Phases of work)	Beech Grove	Indiana	Dr. Paul Kaiser, Superintendent
Noblesville Schools (Six Phases of work)	Noblesville	Indiana	Jeff Bragg, Dir. of Operations

Additional References			
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Aptakistic SD #102 (Ph 1)	Buffalo Grove	IL	Stacey Bachar, Asst. Supt.
Aptakistic SD #102 (Ph 2)	Buffalo Grove	IL	Stacey Bachar, Asst. Supt.
Aptakistic SD #102 (Ph 3)	Buffalo Grove	IL	Stacey Bachar, Asst. Supt.
Arbor Park SD 145	Oak Forest	IL	Brian O'Keeffe, Business Mgr
Ascension Ministry Services Center	Indianapolis	IN	Mark Wagner, Sr. Manager
Ascension Ministry Services Center	Indianapolis	IN	Mark Wagner, Sr. Manager
Attica Cons. School Corp (Ph 1)	Attica	IN	Jim Blankenship, Dir Facilities
Attica Cons. School Corp (Ph 2)	Attica	IN	Jim Blankenship, Dir Facilities
Attica Cons. School Corp (Ph 3)	Attica	IN	Jim Blankenship, Dir Facilities
			Brock Bowsher, Business Mgr.
Avon Comm. School Corp (Ph 1)	Avon	IN	Mike Rawlinson, Dir Facilities
			Brock Bowsher, Business Mgr.
Avon Comm. School Corp (Ph 2)	Avon	IN	Mike Rawlinson, Dir Facilities
			Brock Bowsher, Business Mgr.
Avon Comm. School Corp (Ph 3)	Avon	IN	Mike Rawlinson, Dir Facilities
			Dr. John Quick, Supt.
Bartholomew Consolidated School Corp.	Columbus	IN	Steve Forster, Operations
Batavia Public Schools	Batavia	IL	Pat Browne, Dir Facilities
Beck's Hybrids	Atlanta	IN	Todd Marschand
Bedford N. Lawrence Schools	Bedford	IN	Steve Ritter, Dir Facilities
Bloomfield School District	Bloomfield	IN	Dan Sighting, Supt.
Bloomfield School District (Ph 2)	Bloomfield	IN	Dan Sighting, Supt.
Bloomfield School District (Ph 3)	Bloomfield	IN	Dan Sighting, Supt.
Bloomington Community Health Center	Bloomington	IN	Elizabeth Burrows, CEO

Calumet College of St. Joseph	Whiting	IN	Gene Kessler, VP Facilities
Calumet College of St. Joseph (Ph 2)	Whiting	IN	Gene Kessler, VP Facilities
Carpentersville SD 300	Carpentersville	IL	David Ulm, Dir. Facilities
Carpentersville SD 300 (Ph 2)	Carpentersville	IL	David Ulm, Dir. Facilities
CCSD 93	Bloomingtondale	IL	David Hill, Asst. Supt.
CCSD 93 Phase 2	Bloomingtondale	IL	David Hill, Asst. Supt.
Center Grove Schools (Ph 1)	Greenwood	IN	Dr. Paul Gabriel, CFO
Center Grove Schools (Ph 2)	Greenwood	IN	Dr. Paul Gabriel, CFO
Center Grove Schools (Ph 3)	Greenwood	IN	Dr. Paul Gabriel, CFO
Central Nine Career Center	Indianapolis	IN	John Showalter, Dir. Facilities
City of Indianapolis	Indianapolis	IN	Ron Reinking, P.E.
City of Winchester	Winchester	IN	
Clark County Schools (Ph 1)	Winchester	KY	Paul Christy, Superintendent
Clark-Pleasant Comm. Schools	Whiteland	IN	Steve Sonntag, Business Mgr.
Clay Comm. Schools (Ph 1)	Knightsville	IN	Mike Howard, Dir. Facilities
Clay Comm. Schools (Ph 2)	Knightsville	IN	Mike Howard, Dir. Facilities
Clay Comm. Schools (Ph 3)	Knightsville	IN	Mike Howard, Dir. Facilities
Clinton Prairie School Corp.	Frankfort	IN	Superintendent
Clinton Public Library	Clinton	IN	Becky Cuffle, Supt.
Crawfordsville Comm. School Corp. (Ph 1)	Crawfordsville	IN	Scott Bowling, Supt.
Crawfordsville Comm. School Corp. (Ph 2)	Crawfordsville	IN	Scott Bowling, Supt.
Crystal Lake CCSD 47	Crystal Lake	IL	David Schuh, Dir. of Facilities
Culver Community Schools	Culver	IN	Brad Schuldt, Supt.
Culver Community Schools (Ph 2)	Culver	IN	Brad Schuldt, Supt.
CUSD 64	Virginia	IL	Lynn Carter, Supt.
Daleville Community Schools	Daleville	IN	Paul Garrison, Supt.
Decatur Township, MSD of	Indianapolis	IN	Susan Adams, Dir. of Ops
Earlham College GESC	Richmond	IN	Ian Smith, Dir. of Facilities
East Porter County School Corporation	Kouts	IN	Rob Gardin, Supt.
East Porter County School Corporation	Kouts	IN	Lisa Rosinko, Business Mgr.
Fort Wayne Community Schools	Fort Wayne	IN	Kathy Friend, CFO
Fort Wayne Community Schools	Fort Wayne	IN	Kathy Friend, CFO

Fountain County Jail	Covington	IN	Bob Bass, Sheriff
Geneva CUSD 304	Geneva	IL	Scott Ney, Dir Facilities
Glenbard Township HSD 87	Glen Ellyn	IL	Chris McClain, Asst. Supt.
Goshen Community Schools (Ph 1)	Goshen	IN	Diane Woodworth, Supt.
Goshen Community Schools (Ph 2)	Goshen	IN	Diane Woodworth, Supt.
Goshen Community Schools (Ph 3)	Goshen	IN	Diane Woodworth, Supt.
Grayslake School District 127 (Ph 1)	Grayslake	IL	Mike Zelek, Business Mgr.
Grayslake School District 127 (Ph 2)	Grayslake	IL	Mike Zelek, Business Mgr.
Greendale School District	Greendale	WI	Erin Green, Business Mgr.
Greenfield-Central Schools (Ph 1)	Greenfield	IN	Tony Zurwell, Business Mgr.
Greenfield-Central Schools (Ph 2)	Greenfield	IN	Tony Zurwell, Business Mgr.
Greenfield-Central Schools (Ph 3)	Greenfield	IN	Tony Zurwell, Business Mgr.
Greenfield-Central Schools (Ph 4)	Greenfield	IN	Tony Zurwell, Business Mgr.
Greenfield-Central Schools (Ph 5)	Greenfield	IN	Tony Zurwell, Business Mgr.
Hamilton Southeastern Schools	Indianapolis	IN	Harry Delks, Dir. of Facilities
Hamilton Southeastern Schools	Indianapolis	IN	Harry Delks, Dir. of Facilities
Harrison County Courthouse	Corydon	IN	J.R. Eckart, Commissioner
Homer CCSD	Homer Glen	IL	Kara Coglianesse, Supt.
Horseshoe Casino	Hammond	IN	John Houchin, Dir. Facilities
Huntley Consolidated Sch. Dist.	Algonquin	IL	Doug Renkosik, Dir. of Facilities
Indiana University Purdue University	Fort Wayne	IN	Jay Harris, Dir. Physical Plant
Indiana University Purdue University	Fort Wayne	IN	Jay Harris, Dir. Physical Plant
Indiana University Purdue University	Indianapolis	IN	John Kamman, M.E.
IU Health, Methodist Hospital (Ph 1)	Indianapolis	IN	Chuck Fournies, Dir. Fac/Eng
IU Health, Methodist Hospital (Ph 2)	Indianapolis	IN	Chuck Fournies, Dir. Fac/Eng
IU Health, Methodist Hospital (Ph 3)	Indianapolis	IN	Chuck Fournies, Dir. Fac/Eng
Jennings Co. Schools	North Vernon	IN	Amber Fields, Business Mgr
Jennings Co. Schools (Ph 1)	North Vernon	IN	John Howard, Dir. Facilities
Jennings Co. Schools (Ph 2)	North Vernon	IN	Amber Fields, Business Mgr
Jennings Co. Schools (Ph 3)	North Vernon	IN	John Howard, Dir. Facilities

Jennings Co. Schools (Ph 4)	North Vernon	IN	Amber Fields, Business Mgr John Howard, Dir. Facilities
Jennings Co. Schools (Ph 5)	North Vernon	IN	Amber Fields, Business Mgr John Howard, Dir. Facilities
Jennings Co. Schools (Ph 6)	North Vernon	IN	Amber Fields, Business Mgr John Howard, Dir. Facilities
Jennings Co. Schools (Ph 7)	North Vernon	IN	Amber Fields, Business Mgr John Howard, Dir. Facilities
Kenosha Unified SD (Ph 1)	Kenosha	WI	Pat Finnemore, Dir. Facilities
Kenosha Unified SD (Ph 2)	Kenosha	WI	Pat Finnemore, Dir. Facilities
Kildeer SD 96 (Ph 1)	Buffalo Grove	IL	Jon Hitcho, Asst. Supt.
Kildeer SD 96 (Ph 2)	Buffalo Grove	IL	Jon Hitcho, Asst. Supt.
Kildeer SD 96 (Ph 3)	Buffalo Grove	IL	Jon Hitcho, Asst. Supt.
Lawrence Township, MSD (Ph 1)	Indianapolis	IN	Robin Phelps, Business Mgr. Rodger Smith, Dir. Facilities
Lawrence Township, MSD (Ph 2)	Indianapolis	IN	Robin Phelps, Business Mgr. Rodger Smith, Dir. Facilities
Lawrence Township, MSD (Ph 3)	Indianapolis	IN	Robin Phelps, Business Mgr. Rodger Smith, Dir. Facilities
Lawrence Township, MSD (Ph 4)	Indianapolis	IN	Robin Phelps, Business Mgr. Rodger Smith, Dir. Facilities
Lawrence Township, MSD (Ph 5)	Indianapolis	IN	Robin Phelps, Business Mgr. Rodger Smith, Dir. Facilities
Lawrence Township, MSD (Ph 6)	Indianapolis	IN	Robin Phelps, Business Mgr. Rodger Smith, Dir. Facilities
Lutheran Hospital	Fort Wayne	IN	Mark Anthony, Engineering
Maercker School District 60	Westmont	IL	Dean Romano, Business Mgr.
Marion Comm. School Corp. (Ph 1)	Marion	IN	Jim McWhirt, Business Mgr.
Marion Comm. School Corp. (Ph 2)	Marion	IN	Jim McWhirt, Business Mgr.
McHenry SD 15	McHenry	IL	Mark Bertolozzi, CFO
Memorial Hospital of South Bend	South Bend	IN	Greg Aldrich, Facilities/Eng.
Menomonee Falls School District	Menomonee Falls	WI	Rick Fechter, Mgr. Facilities & Ops
Methodist Hospital Northlake	Gary	IN	Wright Alcorn, VP Ops.
Michigan City Area Schools	Michigan City	IN	Dave Williamson, Dir. Facilities

Mississinewa Comm. Schools	Gas City	IN	Michael Powell, Supt.
Mississinewa Comm. Schools	Gas City	IN	Michael Powell, Supt.
Monroe-Gregg School District	Monrovia	IN	Paul Kaiser, Former Supt.
Mooresville CSC	Mooresville	IN	Brad Lindsay, Supt.
Mooresville CSC	Mooresville	IN	Brad Lindsay, Supt.
Mooresville CSC	Mooresville	IN	Brad Lindsay, Supt.
			Jim Coplen, Business Mgr.
MSD S.W. Allen County (Ph 1)	Fort Wayne	IN	Mike Lindsey, Former Dir. Fac
			Jim Coplen, Business Mgr.
MSD S.W. Allen County (Ph 2)	Fort Wayne	IN	Mike Lindsey, Former Dir. Fac
Muncie Community School Corp.	Muncie	IN	Tim Heller, Supt.
Muncie Community School Corp.	Muncie	IN	Tim Heller, Supt.
			Dr. Brad Snyder, Deputy Supt.
New Albany-Floyd CSC (Ph 1)	New Albany	IN	Bill Wiseheart, Dir Facilities
			Dr. Brad Snyder, Deputy Supt.
New Albany-Floyd CSC (Ph 2)	New Albany	IN	Bill Wiseheart, Dir Facilities
			Dr. Brad Snyder, Deputy Supt.
New Albany-Floyd CSC (Ph 3)	New Albany	IN	Bill Wiseheart, Dir Facilities
			Dr. Brad Snyder, Deputy Supt.
New Albany-Floyd CSC (Ph 4)	New Albany	IN	Bill Wiseheart, Dir Facilities
New Berlin, School District of (Ph 1)	New Berlin	WI	Roger Dickson, CFO
New Berlin, School District of (Ph 2)	New Berlin	WI	Roger Dickson, CFO
New Berlin, School District of (Ph 3)	New Berlin	WI	Roger Dickson, CFO
New Durham, MSD of (Ph 2)	Westville	IN	Curtiss Strietelmeier, Supt.
New Durham, MSD of (Ph 1)	Westville	IN	Curtiss Strietelmeier, Supt.
New Prairie United School Corp. (Ph 1)	New Carlisle	IN	Greg Dudeck, Dir. Facilities
New Prairie United School Corp. (Ph 2)	New Carlisle	IN	Greg Dudeck, Dir. Facilities
New Prairie United School Corp. (Ph 3)	New Carlisle	IN	Greg Dudeck, Dir. Facilities
Nicolet High School District (Ph 1)	Milwaukee	WI	Brian Reiels, Dir. of Facilities
Nicolet High School District (Ph 2)	Milwaukee	WI	Brian Reiels, Dir. of Facilities
North Adams Comm. School Corp. (Ph 1)	Decatur	IN	Wylie Sirk, Supt.
North Adams Comm. School Corp. (Ph 2)	Decatur	IN	Wylie Sirk, Supt.
North Harrison Schools (Ph 1)	Ramsey	IN	Jeff Brown, Dir. Facilities

North Harrison Schools (Ph 2)	Ramsey	IN	Jeff Brown, Dir. Facilities
North Harrison Schools (Ph 3)	Ramsey	IN	Jeff Brown, Dir. Facilities
North Miami Community Schools	Denver	IN	Cathy Egolf, Supt.
North Miami Community Schools (Ph 2)	Denver	IN	Cathy Egolf, Supt.
North Montgomery Comm. School Corp.	Crawfordsville	IN	Jim McBee, Business Mgr.
North Montgomery Comm. School Corp.	Crawfordsville	IN	Jim McBee, Business Mgr.
North Newton Phase 1 (Wind)	N. Newton Cty.	IN	Karen Zackfia, Dir. of Finance
North Newton School Corp.	Morocco	IN	Karen Zackfia, Dir. of Finance
North Newton School Corp.	Morocco	IN	Karen Zackfia, Dir. of Finance
North Posey Jr./Sr. School (DB)	Poseyville	IN	Dr. Todd Camp, Supt.
North Posey North Elem (DB)	Poseyville	IN	Dr. Todd Camp, Supt.
North Posey South Terrace Elem (DB)	Poseyville	IN	Dr. Todd Camp, Supt.
North Posey, M.S.D. of (GESC)	Poseyville	IN	Dr. Todd Camp, Supt.
North Putnam School Corp	Bainbridge	IN	Murray Pride, Former Supt.
North Vermillion Comm. Schools	Cayuga	IN	Michael Turner, Supt.
North West Hendricks Schools	Lizton	IN	Leo Philbin, Supt.
North White School Corp. (Ph 1)	Monon	IN	Dean Cook, Dir. Of Bldgs & Grounds
North White School Corp. (Ph 2)	Monon	IN	Dean Cook, Dir. Of Bldgs & Grounds
Northeast School Corp. (Ph 1)	Hymera	IN	Mark Baker, Supt.
Northeast School Corp. (Ph 2)	Hymera	IN	Mark Baker, Supt.
Northwestern School Corp. (Ph 1)	Kokomo	IN	Harold Seamon, Asst. Supt.
Northwestern School Corp. (Ph 2)	Kokomo	IN	Harold Seamon, Asst. Supt.
Northwestern School Corp. (Ph 3)	Kokomo	IN	Harold Seamon, Asst. Supt.
Northwestern School Corp. (Wind)	Kokomo	IN	Harold Seamon, Asst. Supt.
Oak Hill United School Corp.	Converse	IN	Joel Martin, Supt.
OLMC Mathew Center	Carmel	IN	Glen Richie, Controller
Orleans Comm. School Corp.	Orleans	IN	James Terrell, Supt.
Our Lady of Mount Carmel (Ph 1)	Carmel	IN	Glen Richie, Controller
Our Lady of Mount Carmel (Ph 2)	Carmel	IN	Glen Richie, Controller
			Dr. Jerry Thacker, Supt.
			Denise Seger, Deputy Supt.
Penn-Harris Madison (Ph 1)	Mishawaka	IN	Tom Hartman, Dir. Facilities

Penn-Harris Madison (Ph 2)	Mishawaka	IN	Dr. Jerry Thacker, Supt. Denise Seger, Deputy Supt. Tom Hartman, Dir. Facilities Dr. Jerry Thacker, Supt.
Penn-Harris Madison (Ph 3)	Mishawaka	IN	Denise Seger, Deputy Supt. Tom Hartman, Dir. Facilities Dr. Jerry Thacker, Supt.
Penn-Harris Madison (Ph 4)	Mishawaka	IN	Denise Seger, Deputy Supt. Tom Hartman, Dir. Facilities Dr. Jerry Thacker, Supt.
Penn-Harris Madison (Ph 5)	Mishawaka	IN	Denise Seger, Deputy Supt. Tom Hartman, Dir. Facilities Dr. Jerry Thacker, Supt.
Penn-Harris Madison (Ph 6)	Mishawaka	IN	Denise Seger, Deputy Supt. Tom Hartman, Dir. Facilities Dr. Jerry Thacker, Supt.
Penn-Harris Madison (Ph 7)	Mishawaka	IN	Denise Seger, Deputy Supt. Tom Hartman, Dir. Facilities Dr. Jerry Thacker, Supt.
Penn-Harris Madison (Ph 8)	Mishawaka	IN	Denise Seger, Deputy Supt. Tom Hartman, Dir. Facilities
Perennial Washington Street, LLC	Indianapolis	IN	Max Miller, Property Mgr.
Perry Central Comm. Schools	Leopold	IN	Mary Roberson, Supt.
Perry Township, MSD of	Indianapolis	IN	Mike Bagley, CFO
Pioneer Regional School Corp.	Royal Center	IN	Dave Bess, Superintendent
Pulaski Memorial Hospital (Ph 1)	Winamac	IN	Mark Boer, Dir. Plant Eng.
Pulaski Memorial Hospital (Ph 2)	Winamac	IN	Mark Boer, Dir. Plant Eng.
Pulaski Memorial Hospital (Ph 3)	Winamac	IN	Mark Boer, Dir. Plant Eng.
Purdue University-Calumet Campus (Ph 1)	Calumet	IN	Mike Kull, Asst Vice Chancellor
Purdue University-Calumet Campus (Ph 2)	Calumet	IN	Mike Kull, Asst Vice Chancellor
Purdue University-North Central Campus	Westville	IN	Jim Sallee, Dir. Facilities Lisa Smith, Supt.
Randolph Eastern Schools (Ph 1)	Union City	IN	Cathy Stephen, Former Supt.

Randolph Eastern Schools, (Ph 2)	Union City	IN	Lisa Smith, Supt. Cathy Stephen, Former Supt. Lisa Smith, Supt.
Randolph Eastern Schools, (Wind)	Union City	IN	Cathy Stephen, Former Supt.
Randolph Southern School Corp. (Ph 1)	Lynn	IN	Donnie Bowsman, Supt.
Randolph Southern School Corp. (Ph 2)	Lynn	IN	Donnie Bowsman, Supt.
Rise Learning Center	Indianapolis	IN	Dr. Paul Kaiser, Supt.
Robinson CUSD #2 (Ph 1)	Robinson	IL	Josh Quick, Supt.
Robinson CUSD #2 (Ph 2)	Robinson	IL	Josh Quick, Supt.
Rockville Comm. School Corp (Ph 1)	Rockville	IN	Gary Storie, Former Supt.
Rockville Comm. School Corp (Ph 2)	Rockville	IN	Gary Storie, Former Supt.
Rush County Schools (Ph 1)	Rushville	IN	Dr. JohnWilliams, Supt.
Rush County Schools (Ph 2)	Rushville	IN	Dr. JohnWilliams, Supt.
Rush County Schools (Ph 3)	Rushville	IN	Dr. JohnWilliams, Supt.
Salem Community Schools	Salem	IN	Dr. D. Lynn Reed, Supt.
School Town of Speedway (Ph 1)	Speedway	IN	Ken Hull, Supt.
School Town of Speedway (Ph 2)	Speedway	IN	Ken Hull, Supt.
Scott County School District 2	Scottsburg	IN	Dr. Marc Slaton, Supt.
Shenandoah School Corp. (DB)	Middleton	IN	Ron Green, Supt.
Shenandoah School Corp. (DB)	Middleton	IN	Ron Green, Supt.
Shenandoah School Corp. (Ph 1)	Middleton	IN	Ron Green, Supt.
Shenandoah School Corp. (Ph 2)	Middleton	IN	Ron Green, Supt.
Shenandoah School Corp. (Ph 3)	Middleton	IN	Ron Green, Supt.
Shenandoah School Corp. (Ph 4)	Middleton	IN	Ron Green, Supt.
Shenandoah School Corp. (Wind)	Middleton	IN	Ron Green, Supt. Scott Litwiler, Supt.
South Adams Schools (Ph 1)	Berne	IN	Cathy Egolf, Former Supt. Scott Litwiler, Supt.
South Adams Schools (Ph 2)	Berne	IN	Cathy Egolf, Former Supt. Scott Litwiler, Supt.
South Adams Schools, (DB)	Berne	IN	Cathy Egolf, Former Supt.
South Central Schools (DB)	Union Mills	IN	Linda Wiltfolg, Supt. Stacey Humbaugh, Supt.
South Gibson School Corp.	Fort Branch	IN	Tim Armstrong, Business Mgr.

South Montgomery School Corp.	New Market	IN	Dr. Bret Lewis, Supt.
South Putnam Schools (Ph 1)	Greencastle	IN	Bruce Bernhardt, Supt.
South Putnam Schools (Ph 2)	Greencastle	IN	Bruce Bernhardt, Supt.
South Vermillion Schools (Ph 1)	Clinton	IN	Dave Chapman, Supt.
South Vermillion Schools (Ph 2)	Clinton	IN	Dave Chapman, Supt.
South Vermillion Schools (Ph 3)	Clinton	IN	Dave Chapman, Supt.
South Vermillion Schools (Ph 4)	Clinton	IN	Dave Chapman, Supt.
Southeast Fountain Schools	Veedersburg	IN	Doug Allison, Supt.
Southeastern Schools	Walton	IN	Trudie Hedrick
Southern Hancock Schools	New Palestine	IN	Robert L. Yoder, Business Mgr.
Southwest Dubois Co. School Corp.	Huntingburg	IN	Terry Enlow, Supt.
Southwest Dubois Co. School Corp.	Huntingburg	IN	Terry Enlow, Supt.
Southwest Jefferson School Corp.	Hanover	IN	John Tingle, Facilities & Maintenance
Southwest Sullivan School Corp. (Ph 1)	Sullivan	IN	Chris Stitzle, Supt.
Southwest Sullivan School Corp. (Ph 2)	Sullivan	IN	Chris Stitzle, Supt.
St. Theodore Guerin HS	Noblesville	IN	Paul Lunsford, President
St. Vincent Salem Hospital	Salem	IN	Venon Fleming, Mgr. Plant Ops
St. VincentWilliamsport	Indianapolis	IN	William Fenton, R.A. Jeff Hendrix, Supt.
Sunman-Dearborn Comm. School Corp.	Sunman	IN	(now at Munster)
Tell City Community School Corp.	Tell City	IN	Bruce Chinn, Asst. Supt.
Tippecanoe Valley School Corp. (Wind)	Akron	IN	Brett Boggs, Supt.
Tipton Comm. School Corp. (Ph 1)	Tipton	IN	John Junco, Asst. Supt.
Tipton Comm. School Corp. (Ph 2)	Tipton	IN	John Junco, Asst. Supt.
Tri-Township Cons. School Corp.	LaPorte	IN	Tim Somers, Supt.
Tri-Township Cons. School Corp. (DB, Ph 1)	LaPorte	IN	Tim Somers, Supt.
Tri-Township Cons. School Corp. (DB, Ph 2)	LaPorte	IN	Tim Somers, Supt.
Turkey Run School Corp.	Marshall	IN	Dr. Thomas Rohr, Supt.
Twin Lakes Schools	Monticello	IN	Dr. Tom Fletcher, Supt.
Union City (Wind)	Union City	IN	Bryan Conklin
Union Station	Indianapolis	IN	Mary Hauser
Valley View SD 365U	Romeoville	IL	Gary Grizaffi, Asst. Supt.
Vincennes Comm. School Corp. (Ph 1)	Vincennes	IN	Greg Parsley, Supt.
Vincennes Comm. School Corp. (Ph 2)	Vincennes	IN	Greg Parsley, Supt.

Vincennes Comm. School Corp. (Ph 3)	Vincennes	IN	Greg Parsley, Supt.
Wabash County, MSD of	Wabash	IN	Dr. Brian Dawson, Asst Supt.
Warren County, MSD of	Williamsport	IN	Ralph Shrader, Supt.
Warrick County School Corp.	Boonville	IN	Brad Schneider, Supt.
Warsaw Community Schools (Ph 1)	Warsaw	IN	Kevin Scott, CFO
Warsaw Community Schools (Ph 2)	Warsaw	IN	Kevin Scott, CFO
Warsaw Community Schools (Ph 3)	Warsaw	IN	Kevin Scott, CFO
Wawasee Community Schools	Warsaw	IN	Dr. Thomas Edington, Supt.
Wawasee Community Schools (Ph 1)	Warsaw	IN	Dr. Thomas Edington, Supt.
Wawasee Community Schools (Ph 2)	Warsaw	IN	Dr. Thomas Edington, Supt.
Wawasee Community Schools (Ph 3)	Warsaw	IN	Dr. Thomas Edington, Supt.
Wawasee Community Schools (Ph 4)	Warsaw	IN	Dr. Thomas Edington, Supt.
West Central School Corp. (Wind)	Francesville	IN	Don Street, Supt.
Western School Corporation	Russiaville	IN	Randy McCracken, Supt.
Western Wayne School Corp. (Ph 1)	Cambridge City	IN	Dr. Robert Mahon, Supt.
Western Wayne School Corp. (Ph 2)	Cambridge City	IN	Dr. Robert Mahon, Supt.
Western Wayne School Corp. (Ph 3)	Cambridge City	IN	Dr. Robert Mahon, Supt.
Western Wayne School Corp. Gym Proj.	Cambridge City	IN	Dr. Robert Mahon, Supt.
Westview School Corporation	Topeka	IN	Dr. Randall Zimmerly, Supt.
Westview School Corporation	Topeka	IN	Dr. Randall Zimmerly, Supt.
Wheaton CUSD 200 (Ph 1)	Wheaton	IL	Bill Farley, Business Services
Wheaton CUSD 200 (Ph 2)	Wheaton	IL	Bill Farley, Business Services
Wheaton CUSD 200 (Ph 3)	Wheaton	IL	Bill Farley, Business Services
Wheaton CUSD 200 (Ph 4)	Wheaton	IL	Bill Farley, Business Services
White River Valley School Corporation	Lyons	IN	Bob Hacker, Supt. Jeff Hendrix, Supt.
Whitko Comm. School Corp	Pierceton	IN	(now at Munster)
Whitley Co. Cons. Schools	Columbia City	IN	Patricia O'Connor, Supt.
Whitley Co. Cons. Schools	Columbia City	IN	Patricia O'Connor, Supt.

Contact Phone	Contract Amount
254-933-5365	\$ 3,989,822
317-788-4481	\$ 6,583,175
317-773-3171	\$ 84,937,864

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847-353-5681		\$429,867
847-353-5681		\$443,885
847-353-5681		\$114,751
708-687-8040		\$310,500
317-334-8303		\$124,132
317-334-8303		\$22,000
765-762-7000		\$1,696,133
765-762-7000		\$3,650,320
765-762-7000		\$1,900,000
317-272-2920		\$2,671,626
317-272-2920		\$3,529,694
317-272-2920		\$1,531,772
812-376-4220	Energy	
630-937-8800	Leadership	\$145,000
317-984-3508		\$1,700,000
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812-384-4507		\$1,832,740
812-384-4507		\$1,607,000
812-384-4507		\$1,412,000
765-828-1003		\$430,000

219-473-7770		\$14,200
219-473-7770		\$500,000
847-426-1300		\$1,766,723
847-426-1300		\$1,299,429
630-893-9393		\$341,320
630-893-9393		\$683,135
317-881-9326		\$3,115,000
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317-881-9326		\$5,003,405
317-888-4401		\$1,451,000
317-327-4343		\$15,412,609
		\$2,515,370
859-744-4545		\$1,320,000
317-535-7579		\$850,000
812-443-4461		\$2,486,149
812-443-4461		\$2,108,608
812-443-4461		\$2,770,000
765-659-1339		\$4,562,139
765-832-8349		\$400,000
765 362-2342		\$1,975,000
765-362-2342		\$1,340,915
815-788-5061		\$515,000
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217-452-3085		\$553,468
765-378-3329		\$1,910,000
317-856-5265		\$4,629,637
765-983-1678		\$3,812,000
	Energy	
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	Energy	
260-467-2000	Leadership	
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574-533-8631		\$2,301,505
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574-533-8631		\$1,500,000
847-986-3400		\$1,025,925
847-986-3400		\$1,593,895
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812-346-4483	Energy Leadership	
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219-885-5640	\$765,696
219-873-2124	\$532,024

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765-747-5211	Energy	
765-747-5211	Leadership	\$1,717,009
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574-654-7273		\$999,999
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574-654-7272		\$3,573,525
414-351-7546		\$314,515
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812-347-2407		\$2,252,928

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765-359-2112	\$1,063,389
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219-285-2228	\$2,450,021

Energy
Leadership

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219-285-2228	\$1,299,721
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812-874-2243	\$1,766,667
812-874-2243	\$1,766,667
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765-522-6218	\$1,847,754
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219-989-2231	\$2,100,000
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317-788-4481	\$1,691,000
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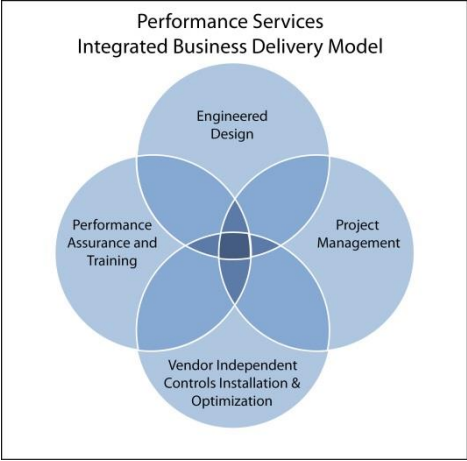
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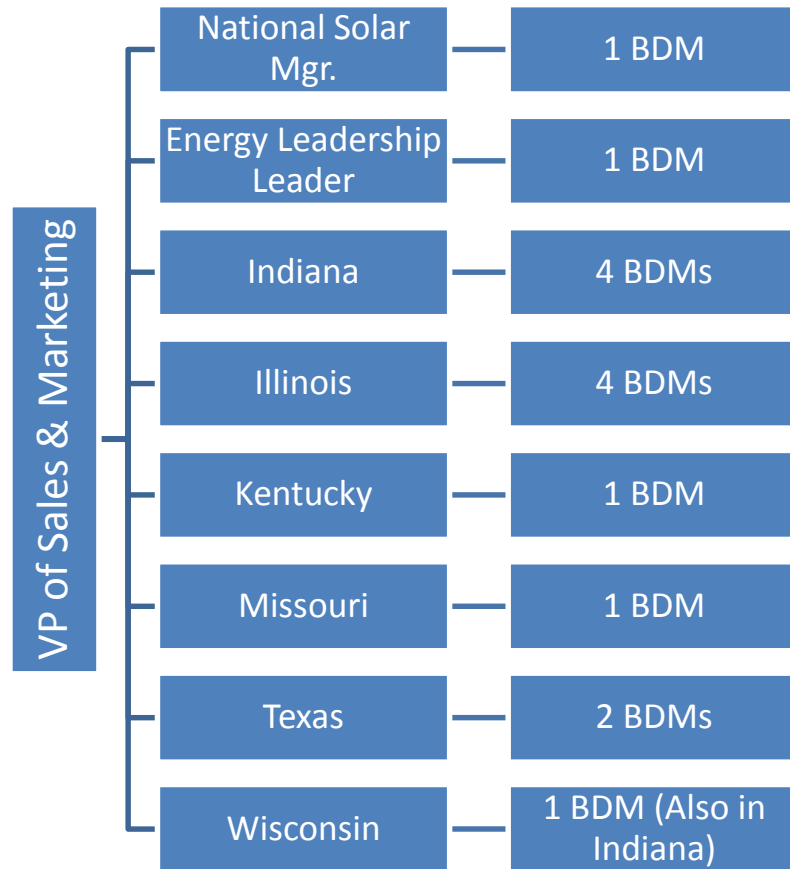
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574-371-5098	\$1,925,000
574-371-5098	\$1,960,000

	Energy	
	Leadership	
574-457-3188		
574-457-3188		\$7,798,856
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630-682-2002		\$119,320
812-659-1424		\$2,000,000


219-836-9111	\$5,355,182
260-244-5771	\$1,100,000
260-244-5771	\$2,408,182

Company Profile

1.	Our company’s official registered name is Performance Services, Inc.
2.	<p>Performance Services, Inc. is a full service ESCO specializing in integrated design and delivery of guaranteed energy savings projects and has implemented 281 projects valued at more than \$640 million since the company was founded in 1998. We have always been vendor-independent in our approach to doing business. We have helped building owners achieve Energy Star® qualification at 88 buildings to date. During the last three years alone, 40 of our customers have selected Performance Services again to perform phase two, three, four, or five projects due to their customer experience. Our company consistently delivers high performance building projects on time and on budget that meets and exceeds our customer expectations.</p> <p>Our in-house services include preliminary audits, investment grade audits, financing support, engineering, project management, controls programming with four-season optimization, construction, commissioning, training, warranty support, measurement & verification.</p> <p>Performance Services works diligently to properly balance guaranteed savings as a percentage of projected savings. To date, Performance Services has never missed a project guarantee on any of our projects.</p>
	 <p>The diagram illustrates the Performance Services Integrated Business Delivery Model. It consists of four overlapping circles arranged in a cross pattern. The top circle is labeled 'Engineered Design', the right circle is 'Project Management', the bottom circle is 'Vendor Independent Controls Installation & Optimization', and the left circle is 'Performance Assurance and Training'. The central area where all four circles overlap is shaded darker blue.</p>
3.	<p>Performance Services’ corporate office is located in Indianapolis, IN. There are additional branch offices in Illinois, Kentucky, Michigan, Missouri, Wisconsin and Texas.</p> <p><u>Corporate Headquarters</u> 4670 Haven Point Blvd., Suite 200 Indianapolis, IN 46280 www.performanceservices.com</p>
4.	Nationally, Performance Services employs 15 Business Development Managers (BDMs which are sales persons), 11 consultants and our Vice President of Sales and Marketing. Our Vice President is in charge of all BDMs and consultants in all states. See the organizational chart for more detail.



5.	<p>Performance Services has offices in Illinois, Indiana, Kentucky, Michigan, Missouri, Wisconsin and Texas. Texas is the state in which we are bidding solicitation.</p> <p><u>Texas Branch Office</u> 3010 LBJ Freeway, #1200 Dallas, TX 75234</p> <p>Contacts:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Doug Kirkley - Business Development Manager 3010 LBJ Freeway, #1200 Dallas, TX 75234 Phone (940) 230-4833 Email: dkirkley@PerformanceServices.com</p> </td> <td style="width: 50%; vertical-align: top;"> <p>David White – Business Development Manager 3010 LBJ Freeway, #1200 Dallas, TX 75234 Phone (210) 517-3906 Email: dwhite@PerformanceServices.com</p> </td> </tr> </table>		<p>Doug Kirkley - Business Development Manager 3010 LBJ Freeway, #1200 Dallas, TX 75234 Phone (940) 230-4833 Email: dkirkley@PerformanceServices.com</p>	<p>David White – Business Development Manager 3010 LBJ Freeway, #1200 Dallas, TX 75234 Phone (210) 517-3906 Email: dwhite@PerformanceServices.com</p>
<p>Doug Kirkley - Business Development Manager 3010 LBJ Freeway, #1200 Dallas, TX 75234 Phone (940) 230-4833 Email: dkirkley@PerformanceServices.com</p>	<p>David White – Business Development Manager 3010 LBJ Freeway, #1200 Dallas, TX 75234 Phone (210) 517-3906 Email: dwhite@PerformanceServices.com</p>			
6.	<p>Resumes for our Texas Team and all contacts for areas of support are included at the end of this section.</p> <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 30%;">A. Sales</td> <td>Doug Kirkley Ph. (940) 230-4833</td> </tr> </table>		A. Sales	Doug Kirkley Ph. (940) 230-4833
A. Sales	Doug Kirkley Ph. (940) 230-4833			

			Email: dkirkley@PerformanceServices.com David White Ph. (210) 517-3906 Email: dwhite@PerformanceServices.com
	B. Sales Support		Doug Kirkley Ph. (940) 230-4833 Email: dkirkley@PerformanceServices.com David White Ph. (210) 517-3906 Email: dwhite@PerformanceServices.com
	C. Marketing		Arlene Gavin, Director of Marketing Ph. (317) 819-1355 Email: agavin@PerformanceServices.com Shana Lopez, Sales & Marketing Administrator Ph. (317) 819-1351 Email: slopez@PerformanceServices.com
	D. Financial Reporting		Greg Mizell, Project Manager Ph. (214) 272-6963 Email: gmizell@PerformanceServices.com Kimberly Jones Ph. (317) 819-1358 Email: kjones@PerformanceServices.com
	E. Executive Support		Scott Zigmond, VP of Sales & Marketing Ph. (317) 819-1338 Email: szigmond@PerformanceServices.com
7.	Performance Services standard term of payment net 30. Payment is due 30 days after being invoiced.		
8.	Performance Services sales for the last three years. 2013 – \$109,054,003 2014 – \$83,023,806 2015 – \$66,264,941 to date, \$101,000,000 to close before the end of the year with verbal approval, just needed contracts signed and processed.		
9.	Performance Services Differentiators and Range of Services in alphabetical order:		
	 <p>Performance Services</p>	<p>Expertise and Experience Range of Services</p>	
	Central Plants	PSI has experience with designing, constructing and optimizing central plants. Additionally, PSI regularly implements heat recovery, geothermal, hybrid geothermal and renewables. Consideration of a hybrid geothermal system can significantly lower required capital costs, simplify	

	conversion and provide for the ability to choose which utility to operate based on economics.
Commissioning	PSI views system commissioning and optimization as a vital ingredient to the success of our Guaranteed Energy Savings Contracts. The process involves working with the HVAC equipment and controls and maximizing the efficiency of the equipment while maintaining a comfortable and optimal learning and working environment.
Controls Automation	<p>PSI has a highly skilled, in-house team of controls engineers and technicians that are trained and experienced working with multiple, open-source (as well as manufacturer proprietary systems) systems including the expansion of existing systems. Open control platforms may also be serviced by local providers, offering maximum flexibility.</p> <p>System expertise and experience includes: Alerton, Automated Logic, Distech, Johnson Controls, Siemens, Staefa, Trane and Tridium.</p> <p>PSI views system commissioning and optimization as a vital ingredient to the success of our Guaranteed Energy Savings Contracts. The process involves working with the HVAC equipment and controls and maximizing the efficiency of the equipment that we modified while maintaining a comfortable and optimal environment.</p> <p>Our approach to optimizing and inspecting the building’s entire HVAC system is unique in the industry. PSI institutes a 12-month optimization period to ensure ultimate performance. This process requires an experienced, professional system technician who is knowledgeable on HVAC equipment as well as controls. Even with the proper equipment and design engineering, the system needs to be optimized by an experienced systems technician to obtain the desired results.</p>
Daylighting	PSI has experience with daylighting elements in new construction and renovations. We have a staff of in-house architects and also partner with architectural firms based on specific project needs.
Design Engineering	Our professional engineering team of mechanical and electrical engineers have combined experience of more than 250 years in the areas of design consulting, architecture, equipment manufacturing, Energy Star certification support, digital controls, water management, combined heat and power, solar thermal and photovoltaic, hybrid geothermal systems, four-season optimization, and optimization for

	critical spaces.
Distributed Generation	PSI's professional engineering team has experience designing and installing combined heat and power systems for schools and Cities.
Energy Leadership (Behavioral-based energy conservation)	An important extension of our value proposition is a behavioral-based program with no capital outlay. Typical energy savings are 20-30% based on behavioral changes alone.
Energy Master Plans	PSI has extensive experience with energy master plans.
Energy Star® certification support	Energy Star certification support is a standard part of our core value proposition. PSI also supports customers with marketing and promotion of their certified facilities. While the EPA Energy Star program no longer provides building plaques as a means for tangible recognition, production and delivery of a plaque for each building is included in our standard service offering.
Facility Energy Analysis	Facility assessments are part of our integrated process to identify and prioritize energy conservation measures.
Financing Knowledge	PSI will work with financing organizations to provide the most cost effective financing model for each custom designed solution.
Fuel Switching	PSI's professional engineering team regularly evaluate the potential cost saving benefits related to fuel switching (electricity to natural gas, fuel oil to natural gas, etc.).
HVAC Systems	PSI has extensive experience designing and installing high efficiency heating systems including heat recovery and geothermal systems.
Identification of Asbestos	This is an owner responsibility and excluded from our scope of services.
Indoor Air Quality	Performance Services ensures an optimal environment is available with every guaranteed savings project. Standards of excellence meet ASHRAE, ANCI and state laws and rules. Standards includes: <ul style="list-style-type: none"> • Thermal comfort • Indoor air quality • Relative humidity • Outside air exchange • CO2 levels • Air filtration and air (draft) movement
Investment Grade Audits	As a qualified performance contracting provider since 1998, investment grade audits are an essential core competency. An investment grade

	audit is currently underway for Texas Facilities Commission.
Kitchens	PSI is experienced with kitchen design and construction and may partner with an independent kitchen consultant based on the specific needs of a project. Typical savings opportunities include electric to natural gas cooking equipment, ventilation hood controls and water conservation.
Laboratories	All design engineering solutions are developed to meet or exceed state code, ASHRAE and Illumination Engineering Society standards and others including: ANSI Z9.5 & NFPA 45 for compliance with lab ventilation standards.
Lighting Systems	All design engineering solutions are developed to meet or exceed state code, ASHRAE and Illumination Engineering Society standards and others including: <ul style="list-style-type: none"> • ASHRAE 100-2006 for energy conservation in existing buildings • ASHRAE (90.1-2007) for energy • IES for general compliance with lighting levels
Monitoring and Performance Verification	Measurement and verification monitoring is central to our value proposition and available with all projects.
Optimization (Four-Season)	PSI views system optimization as a vital ingredient project success. Our approach to inspecting the building's entire HVAC system is unique in the industry. PSI institutes a 12-month optimization period to ensure ultimate performance. This process requires an experienced, professional system technician who is knowledgeable on HVAC equipment as well as controls. Even well-engineered systems need to be optimized by an experienced systems technician to obtain the intended functionality and deliver the desired results.
Procurement, Bidding, Cost Estimating	PSI has a certified professional estimator on staff and routinely procures labor and equipment directly as a way of doing business.
Project Constructability	PSI's is an integrated design and construction company, as such, our in-house design and construction resources, including architects that work side-by-side with design engineers and construction managers, ensure project constructability.
Project Construction Management	A major strength of Performance Services is the expertise of our project managers. PSI's project managers are seasoned HVAC professionals with in depth experience in a variety of construction management disciplines and an exceptional track record of on-time, on-budget projects. We utilize web-based customer collaboration software during the construction process and automated resource planning and project

	scheduling tools.
Recreational Facilities	PSI has experience with recreational facilities, including gymnasiums, track and field complexes, press boxes and football fields.
Solar Power Systems	PSI has an in-house resource, Ryan Stout, with extensive experience in all facets of solar power systems. Our 7-step Solar Power Process includes a thorough examination of: site assessment, system design, system approval, system installation, commissioning, interconnection, and performance assurance. The opportunity for solar is included in our facility needs assessments.
Swimming Pools	PSI's experience includes heat recovery systems for K-12 swimming pools. PSI typically partners with a pool consultant on our pool projects.
Training for Operations and Maintenance	PSI includes training as part of every renovation project and also offers ongoing training through the Performance Assurance Group and our service team.
Utility Management	Performance Service's professional engineering team evaluates utility optimization solutions such as: <ul style="list-style-type: none"> • Owning service transformers • Combining utility meters
Utility Management Software	PSI has in-house expertise on the use of UMPro, a third-party independent software application.
Utility Rebate Support	PSI's professional engineers provide owner support in this area to identify and maximize available utility incentives.
Ventilation Systems	Design engineering solutions are developed to meet or exceed state code, ASHRAE and others including: <ul style="list-style-type: none"> • ASHRAE 100-2006 for energy conservation in existing buildings • ASHRAE (62.1-2007) for ventilation • ASHRAE (90.1-2007) for energy • ANSI Z9.5 & NFPA 45 for compliance with lab ventilation standards
Water Equipment Analysis and Meter Replacement	PSI's professional engineering, team along with our partners, has water conservation experience throughout multiple building types.

Marketing and Sales

<p>1.</p>	<p>Marketing Plan</p> <p>If awarded the TIPS contract for Job Ordering Contracting Performance Services will promote this award. Our services will include the following:</p> <ul style="list-style-type: none"> a. A co-branded press release within the first 30 days which will be posted on our website and through online media. b. Announcement of award through our social media including Facebook, Twitter and LinkedIn accounts. c. A direct mail campaign to current Texas customers. d. A co-branded collateral piece which will be available on our website. e. Participation in trade shows such as CATEE, TML and SPEER. <p>Performance Services has professional, in-house marketing and creative design support services that routinely collaborate with customers to develop public awareness communication and execution plans for public relations events, where desired and when the scope of work makes sense for public promotion. Support services have included: press releases, groundbreaking event coordination and support, dedication event planning, video story creative production, social media promotion collaboration, newsletter articles, utility-based incentive application support, foundation sponsorships, and hosted tours of completed, new construction projects.</p>
<p>2.</p>	<p>Our approach to marketing our services to Texas public entities starts with our value proposition for providing guaranteed outcomes. Customer satisfaction is central to our promise and we work hard to assure we earn the trust of our customers. This starts with building relationships at association events where we have the opportunity to educate customers on the value of integrated design and delivery of our projects. Once conversation about project development takes place we can emphasize, where applicable, the benefits of the TIPS contract. Allowing customers to go through TIPS and contract with PSI directly saves them time and simplifies the Job Ordering process.</p>
<p>3.</p>	<p>If awarded the TIPS contract for Job Ordering Contracting Performance Services will promote this award to our existing customers as noted in number one above and ongoing conversations.</p>
<p>4.</p>	<p>Below please find the revues we anticipate in the first three (3) years of this agreement.</p> <p>\$500,000 in year one \$750,000 in year two \$1,000,000 in year three</p>



**Performance
Services**

Exhibit "G"
Subcontractor Warranty

Performance Services, Inc.
4670 Haven Point Blvd
Suite 200
Indianapolis, IN 46280-2747
Office: (317) 713-1750
Fax: (317) 713-1751

Owner: >>>>

Project No.: >>>>

Project: >>>>

Subcontractor: >>>>

Subcontract No.: >>>>

Subcontract Date: >>>>

Subcontract Scope of Work: >>>>

Subcontractor guarantees the workmanship and the materials used in the performance of the **Subcontract Scope of Work** on the **Project** for one (1) year from the Date of Substantial Completion. We further guarantee to the **Owner** that all labor and materials furnished are in accordance with the requirements of the project drawings and specification, and should any defects develop during the warranty period due to improper materials, workmanship or arrangements, these defects will promptly be corrected by the **Subcontractor** without expense to the **Owner**.

Representing **Subcontractor**

By:

Printed:

Tim Thomas

Title:

CEO

Date:

12-11-15

Contractor License

State	License Number
Texas	Not Required

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



July 22, 2015

RE: Performance Services, Inc.
4670 Haven Point Blvd., Suite 200
Indianapolis, IN 46280

To Whom It May Concern:

Performance Services, Inc. is a highly regarded and valued client of Western Surety Company. We have had the privilege of providing bonds to Performance Services, Inc. for many years. At this time Performance Services, Inc. has a single job limit of \$100,000,000 and a total bonding capacity of \$150,000,000.

We would anticipate no difficulty in providing performance and payment bonds for Performance Services, Inc. Naturally, we would expect that the execution of any final bonds would be subject to a review of the final contract terms, conditions, and financing by our client and ourselves. Any arrangement for bonds required by the contract is a matter between Performance Services, Inc. and Western Surety Company and we assume no liability to you or your third parties, if for any reason we do not execute these bonds.

If we can provide any further assurances or assistance, please do not hesitate to call upon us.

Sincerely,

A handwritten signature in black ink that reads 'Liana M. Shelton'.

Liana M. Shelton
Bond Department Manager

INSTALLATION CONTRACT

Contract No.: _____

This CONTRACT is made as of the _____ day of _____ 20____, by and between **Performance Services, Inc.** ("PSI") and _____ ("Owner"), concerning the following:

Owner:

Referred to herein as ("Owner")

**Qualified Provider/
Contractor:**

*Performance Services, Inc. ("PSI")
4670 Haven Point Boulevard, Suite 200
Indianapolis, IN 46280-2747*

Project: _____

Scope of Work:

Performance Services, Inc. proposes to provide energy conservation measures at _____ *Project/Owner* described in the PSI Proposal to the Owner dated _____, and attached hereto as Exhibit A (the "Proposal"), and as further described in the Improvement List (_____) dated _____, and attached hereto as Exhibit B.

PSI shall cause the ECM to be installed in accordance with the Proposal and Improvement List. PSI has guaranteed the savings due to the installation of the ECM's as set forth in the Proposal and the Performance Guarantee (the "Guarantee").

Contract Price: _____ Dollars (\$_____)

Terms of Payment: Monthly progress based payments.

Exhibits:

"A": PSI Proposal
"B": Improvement List
"C": Performance Guarantee
"D": Other Applicable Exhibits

PSI and Owner agree to the terms above and as set forth below in the following Terms and Conditions and in the Exhibits attached hereto, all of which are a material part of this Contract. The Contract, with its attachments and exhibits, is the full agreement between PSI and the Owner as of the date it is signed. All previous conversations, correspondence, agreements, or representations not included in the Contract are not part of the Contract between PSI and the Owner. This Contract is not valid unless signed by



Certificate of Accreditation

This is to certify that

Performance Services

has participated in the Accreditation Program and Review
and has been recognized by the National Association of
Energy Service Companies to be an Accredited ESCO.

A handwritten signature in black ink, appearing to read "David Weiss", written over a horizontal line.

David Weiss
Chairman

A handwritten signature in blue ink, appearing to read "Terry E. Singer", written over a horizontal line.

Terry E. Singer
Executive Director

June 2015

Certification of Accreditation covers a period of 24 months from date of issuance.
Accredited since 20015.

FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for the services performed before the termination of contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: Performance Services, Inc.

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED) Tim Thomas

- a. My firm is publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company: _____

- b. My firm is neither owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: 

- c. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name: _____

Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

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 Performance Services, Inc.

Name of authorized representative Tim Thoman, President

Signature of authorized representative 

Date 12/07/2015

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: Performance Services, Inc.

Vendor Address: 4670 Haven Point Blvd., Suite 200, Indianapolis, IN 46280

Vendor E-mail Address: dkirkley@PerformanceServices.com

Vendor Telephone: (940) 230-4833

Authorized Company Official's Name: Tim Thoman, President

Signature of Company Official: 

Date: 12-7-2015