

TIPS VENDOR AGREEMENT

Between **Adept Facilities & Design, Inc.** **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for
RCSP 181101 JOB ORDER CONTRACTING (JOC)

General Information

The Vendor Agreement ("Agreement") 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 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, 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. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement 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 Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. 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.)

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement or 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 or as otherwise required by applicable statute or regulation.

Other Wage Rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

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

exempts or does not impose a tax on similar sales of items to this state or a political subdivision 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 of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or authorized Assignee.

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 Agreement.
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 Members 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 Agreement.

Renewal of Agreements

The Agreement with TIPS is **for two (2) years with an option for renewal for additional two (2) consecutive one year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.** The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at **"Termination for Convenience"**. The Second one-year renewal term is only if both Parties agree.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms are rendered void and unenforceable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement 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 or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

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 Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". 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 Agreement and Reporting

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 to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

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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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement 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 Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement 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.

Smoking

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

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

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

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days'

notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably 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.

Bonding

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “Scheduling of Projects”.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors 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.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts 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 Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RCSP 181101 Job Order Contracting (JOC)

Company Name Adept Facilities & Design, Inc.
Address 3110 Lazy Lake Dr.
City Harlingen State TX Zip 78550
Phone 956-873-8995 Fax _____
Email of Authorized Representative dsm.afd@gmail.com
Name of Authorized Representative David San Miguel
Title Principal
Signature of Authorized Representative David San Miguel
Date 12/1/18
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature Meredith Barton
Approved by ESC Region 8 David Wayne Fitts
Date 1/4/19

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Jensen Mabe, Construction Program Manager	Contact
Phone	+1 (903) 243-4759 x			Department
Fax	+1 (866) 749-6674 x			Building
Bid Number	181101			Floor/Room
Title	Job Order Contracting	Department		Telephone
Bid Type	RFP	Building		Fax
Issue Date	11/1/2018 08:04 AM (CT)			Email
Close Date	12/14/2018 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (903) 438-6237 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information

Company Adept Facilities and Design Inc
Address 3110 Lazy Lake Dr

Harlingen, TX 78550

Contact
Department
Building
Floor/Room
Telephone (956) 873-8995
Fax
Email dsm@adeptfd.com
Submitted 12/13/2018 03:19:55 PM (CT)
Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature David SanMiguel

Email dsm.afd@gmail.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

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	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	The Vendor can provide services and/or products to all 50 US States? Select YES, ONLY if your company is licensed to work in all 50 states, or the state does not require a license; otherwise select NO.	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	TX, OK, LA, AR, AZ, NM, TN, VA, FL, AL, MO, KS, MS, GA, CO, HI, NV, KY, CA, OR
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.)	Executing small, indefinite-delivery, indefinite-quantity, fixed-price, multiple simultaneous orders for renovation, rehabilitation and repair work for facilities. A faster delivery of projects, higher quality, fewer change orders, maximizing construction budgets. The development of a trusted partner-JOC team operates as an extension of your staff. Incidental design performed in-house, included in coefficient. Team alignment thru revisions to scope of work, flexibility matching scope to budget = cost effectiveness. Commitment to safety, small and disadvantaged local business.
6	Primary Contact Name	Primary Contact Name	David San Miguel
7	Primary Contact Title	Primary Contact Title	Principal
8	Primary Contact Email	Primary Contact Email	dsm@adeptfd.com or dsm.afd@gmail.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9568738995

10	Primary Contact Fax	Enter 10 digit fax number. (No dashes or extensions) Example: 8668398477	9562300391
11	Primary Contact Mobile	Enter 10 digit mobile phone number. (No dashes or extensions) Example: 8668398477	9568738995
12	Secondary Contact Name	Secondary Contact Name	Tricia San Miguel
13	Secondary Contact Title	Secondary Contact Title	Human Resource
14	Secondary Contact Email	Secondary Contact Email	tsm.afd@gmail.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9568738935
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9562300391
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9568738935
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	David San Miguel
19	Admin Fee Contact Email	Admin Fee Contact Email	dsm.afd@gmail.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9568738995
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	David San Miguel
22	Purchase Order Contact Email	Purchase Order Contact Email	dsm@adeptfd.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9568738995
24	Company Website	Company Website (Format - www.company.com)	www.adeptfd.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	47-1674405
26	Primary Address	Primary Address	3110 Lazy Lake Dr.
27	Primary Address City	Primary Address City	Harlingen
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	78550
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.)	JOC, Job Order Contracting, IDIQ, Design Build, Project Management, Construction Management, Adept Facilities & Design, Inc., task order contracting, direct order contracting, delivery order contracting, SABER, work order contracting, performance based job order contracting, custom solutions, construction management, MATOC, SATOC, AFD, Inc.

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	<p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.</p> <p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p>	Yes
32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Harlingen
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
36	Yes - No	<p>Vendor agrees to remit to TIPS the required administration fee? Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.</p>	Yes
37	Regular Hours Coefficient	<p>What is your regular hours coefficient for the RS Means Price Book?</p> <p>Example:</p> <p>A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient.</p> <p>Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.</p>	0.94
38	After Hours Coefficient	<p>What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?</p> <p>Example:</p> <p>The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45.</p> <p>Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.</p>	0.96

39	Non-Pre-Priced Markup	<p>If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup?</p> <p>Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.</p>	1.15%
40	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
41	Years Experience	Company years experience in this category?	20
42	Price coefficients and non-pre-priced markups are guaranteed for?	Does the vendor agrees to honor the proposed pricing coefficients and non-pre-priced markups for the term of the award?	YES
43	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
44	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1)This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2)This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3)No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4)The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)
45	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	<p>Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. may find the Blank CIQ form on the "Attachments" tab.</p> <p>There is an optional upload on the "Response Attachments" tab for this form provided if you have a conflict and must file the form.</p>	No
46	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RCSP as directed above?	No
47	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies, Federal or state, that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
48	Regulatory Standing	Regulatory Standing explanation of no answer on previous question.	

49 Antitrust Certification Statements (Tex.
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification: By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. (No Response Required)

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Yes
and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive
Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

52 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

53 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

(No Response Required)

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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

provisions covering the following, as applicable.

54 2 CFR PART 200 Contracts

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

Notice: Pursuant to the above, when federal funds are
expended by ESC Region 8 and TIPS Members, ESC
Region 8 and TIPS Members reserves all rights and
privileges under the applicable laws and regulations with
respect to this procurement in the event of breach of
contract by either party.

Does vendor agree?

55 2 CFR PART 200 Termination

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

Pursuant to the above, when federal funds are expended
by ESC Region 8 and TIPS Members, ESC Region 8 and
TIPS Members reserves the right to terminate any
agreement in excess
of \$10,000 resulting from this procurement process for
cause after giving the vendor an appropriate opportunity
and up to 30 days, to cure the causal breach of terms and
conditions. ESC Region 8 and
TIPS Members reserves the right to terminate any
agreement in excess of \$10,000 resulting from this
procurement process for convenience with 30 days notice
in writing to the awarded vendor. The vendor
would be compensated for work performed and goods
procured as of the termination date if for convenience of
the ESC Region 8 and TIPS Members. Any award under
this procurement process is not exclusive and the ESC
Region 8 and TIPS reserves the right to purchase goods
and services from other vendors when it is in the best
interest of the ESC Region 8 and TIPS.

Does vendor agree?

56 2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Yes
Water Pollution Control Act (33 U.S.C. 1251-1387), as
amended—Contracts and subgrants of amounts in excess
of \$150,000 must contain a provision that requires the
non-Federal award to agree to comply with all applicable
standards, orders or regulations issued pursuant to the
Clean Air Act (42 U.S.C. 7401-7671q) and the Federal
Water Pollution Control Act as amended (33 U.S.C.
1251-1387). Violations must be reported to the Federal
awarding agency and the Regional Office of the
Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal
funds are expended by ESC Region 8 and TIPS Members,
ESC Region 8 and TIPS Members requires that the
proposer certify that during the term of
an award by the ESC Region 8 and TIPS Members
resulting from this procurement process the vendor agrees
to comply with all of the above regulations, including all of
the terms listed and referenced therein.

Does vendor agree?

57 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Yes

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

58 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Yes

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

59 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Yes

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

60 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds I HAVE NOT Lobbied per above

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

(1)No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2)If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3)The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

61 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute #60, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

(No Response Required)

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

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

YES

63	<p>If yes to the above question OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p>	<p>If yes to the above question OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p> <p>Federal Regulation 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.</p> <p>(b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(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;</p> <p>(4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(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</p> <p>(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.</p>	<p>YES</p>
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64 Davis-Bacon Act compliance.

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

65 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to this solicitation, and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

66 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

67 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Yes, I Agree

Do you agree to these terms?

68 Remedies Explanation of No Answer

69	Choice of Law	<p>The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
73	Infringement(s) Explanation of No Answer		

74 Acts or Omissions The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Yes, I Agree

Do you agree to these terms?

75 Acts or Omissions Explanation of No Answer

76 Contract Governance Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. Yes

77 Payment Terms and Funding Out Clause Payment Terms: Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:
will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. certify that: (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

80	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.	(No Response Required)
81	Texas Government Code 2270 Verification Form	<p>Texas Government Code 2270 Verification Form</p> <p>Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.</p> <p>The relevant section addressed by this form reads as follows:</p> <p>Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by ESC Region 8/The Interlocal Purchasing System (TIPS)</p> <p>4845 Highway 271 North Pittsburg,TX 75686</p> <p>Verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.</p> <p>AND</p> <p>Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf</p> <p>I swear and affirm that the above is true and correct.</p>	YES
82	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes

83 Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
84 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
85 Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	

Line Items		
Response Total:		\$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
City of Harlingen	Dan Serna	dserna@myharlingen.us	956-245-2051
City of Harlingen	Juan Borrego	jborrego@myharlingen.us	956-245-3924
City of Harlingen	David Osborne	dosborne@myharlingen.us	956-245-3229
Dallas County	Carol Johnson	carol.johnson@dallascounty.org	469-866-9707
Dallas County	Fil Briones	filiberto.briones@dallascounty.org	214-232-3748
City of Weslaco	Arnold Becho	abecho@weslacopl.us	956-458-4983

COMPLETE ONLY IF OFFERER IS A CORPORATION,

12/1/18
DATE

Insert TIPS RFP # 181101

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A
WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF
SUBMITTED MATERIALS.**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS
OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT
CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must** make a **copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

Name of company claiming confidential status of material

Printed Name and Title of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR
PROPOSAL

Signature _____ Date _____

OR -----

If you do not claim any of your proposal to be confidential, complete the section below only.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

David san Miguel

Principal

Printed Name authorized company officer

Title of authorized company officer

3110 Lazy Lake Dr. Harlingen

TX

78550

956-873-8995

Address

City

State

ZIP

Phone

Signature David SanMiguel

Digitally signed by David SanMiguel
Date: 2018.12.10 18:12:04 -06'00'

Date 12/1/18

McAFEE
AGENCY
INSURANCE

Since 1935

December 11, 2018

Project: The Interlocal Purchasing System (TIPS) for the "RCSP 181101 Job Order Contracting (JOC)"

To Whom It May Concern:

We are the bonding agent for Adept Facilities & Design, and we consider Adept Facilities & Design to be an excellent contractor. At the present time, Insurors Indemnity Company provides a \$4,000,000 single project/\$8,000,000 aggregate surety program to Adept Facilities & Design. We would favorably consider any bond request provided they meet all underwriting conditions at the time of the request and are presented with acceptable contract terms.

All work references have indicated that Adept Facilities & Design has performed as agreed and within the specified time.

If you need additional information, please do not hesitate to call me 956-565-2481.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Garza', with a stylized flourish at the end.

Richard Garza

Attorney in Fact



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER David Ison Insurance & Sons 1383 E Bitters Rd Ste 1 San Antonio TX 78216	CONTACT NAME: Jake Perales PHONE (A/C No. Ext): 210-490-1494 E-MAIL ADDRESS: jake@davidisoninsurce.com	FAX (A/C No): 210-490-1569
	INSURER(S) AFFORDING COVERAGE	
INSURED Adept Facilities & Design, Inc. 3110 Lazy Lake Dr Harlingen TX 78550-7433	INSURER A: MERCURY COUNTY MUTUAL	NAIC # 29394
	INSURER B: Atlantic Casualty Ins. Co	23839
	INSURER C: Texas Mutual Insurance Company	23839
	INSURER D: StarStone National Insurance Company	23839
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 20181128140544280

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	L226003070-0	11/09/2018	11/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fire Legal Liability \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA420000007024	03/31/2018	03/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	70476K180ALI	11/29/2018	11/29/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	0001261130	11/20/2018	11/20/2019

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

The Interlocal Purchasing System

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb1/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1471674405800
File/Vendor Number:	489418
Approval Date:	27-FEB-2015
Scheduled Expiration Date:	27-FEB-2019

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

ADEPT FACILITIES AND DESIGN, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 27-FEB-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.

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: Adept Facilities & Design, Inc.

Vendor Address: 3110 Lazy Lake Dr.

Vendor E-mail Address: dsm.afd@gmail.com

Vendor Telephone: 956-873-8995

Authorized Company Official's Name: David San Miguel

Signature of Company Official: David San Miguel

Date: 12-10-18



Adept Facilities & Design, Inc.

Warranty/Guarantee Description:

Adept Facilities & Design, Inc.

Service Information:

1. Local Government that has purchased services from our company.
2. If product sold is deemed defective, AFD will in a professional timely manner replace the product at no extra charge to Owner.
3. AFD provides a quality guarantee on all services by including a 1 year warranty letter. AFD will follow up on the 11th month with Owner on all services, products, & equipment rendered.
4. Insurance Provider – Western World Ins Co., Mercury Ins., Texas Mutual. Coverage – 1MM ea. occurrence, 5K Med Exp., 2MM Gen Agr., Auto-1MM, WC -500K.

Warranty Information:

1. Length of Warranty – 1 year on workmanship
2. AFD does not provide extended warranties or maintenance contracts.
3. Warranties do not cover acts of nature – such as Tornados, Floods, Hurricanes, etc...
4. PM's do a follow up on the 11th month and report to PGM.
5. Details Provided.
6. Warranty on Materials is followed by Manufacturer if applicable.
7. 1 Year on warranty installation.



Job Order Contracting

Design Build

Construction Management

JOC Firm Name: Adept Facilities & Design, Inc.

Home Office: 3110 Lazy Lake Dr.
Harlingen, TX. 78550

Prime Contact:
David San Miguel, Principal
956-873-8995
dsm@adeptfd.com

Website: www.adeptfd.com

Prime Services: JOC, IDIQ, Design Build, & Project Management Services.

JOC Healthcare, JOC Complete Building Renovations, JOC Complete Office Renovations, JOC Airport Systems, JOC Correctional Facilities, & JOC Mechanical/Electrical/Plumbing systems.

Additional Services: Design Build Services (using a Lean Construction approach) aimed at reducing costs, materials, time & effort. The desired outcome would be maximizing the value & output of a project while minimizing wasteful aspects & time delay. We're a Value Engineering, & Full Turnkey Services.

Executing small or large- indefinite-delivery, indefinite-quantity, fixed-price, multiple simultaneous orders for renovation, rehabilitation and repair work for facilities. We're faster on the delivery of projects, higher quality, & fewer change orders, maximizing construction budgets. The development of a trusted partner-JOC team operates as an extension of your staff. Incidental design performed in-house, included in coefficient. Team alignment thru revisions to scope of work, flexibility matching scope to budget = cost effectiveness. Committed to safety & small/disadvantaged local business.



Drug Free Workplace

Adept Facilities & Design, Inc. is committed to providing a workplace free from the harmful effects of drug and alcohol abuse. The Drug-Free Workplace Policy is designed to facilitate our efforts to provide such an environment. All Adept Facilities & Design employees are covered by this Drug-Free Workplace Policy.

The use, sale, possession, distribution, dispensation, manufacture, or transfer of illegal drugs or alcohol on company property or company time is strictly prohibited and will result in immediate dismissal. Employees will be required to submit to a drug and/or alcohol test as defined in the definition section of this policy.

Adept Facilities & Design may conduct pre-employment job applicant drug tests designed to prevent the hiring of individuals who use illegal drugs or misuse alcohol or prescription medication. If a job applicant refuses to test, has a positive confirmed drug test, or tampers with or adulterates a drug specimen, the applicant/employee will forfeit eligibility for employment. In addition to Post-Accident, Reasonable Suspicion, and Pre-employment drug tests, Adept Facilities & Design may require Random, Routine Fitness for Duty, Return-to-Work, Follow-Up, and Property Damage Drug Testing.

Employees who have a confirmed positive test result, refuse to consent or submit to a drug or alcohol test, tamper with or adulterate a drug and/or alcohol specimen, refuse to authorize the release of drug or alcohol test results to Adept Facilities & Design, or otherwise violate this policy, may forfeit some or all benefits under Workers' Compensation and Unemployment Compensation laws.

Employees who refuse to consent or submit to a drug and/or alcohol test, tamper with or adulterate a drug and/or alcohol specimen will be subject to immediate dismissal.

Employees who have confirmed positive drug and/or alcohol test will be terminated. If an employee subsequently successfully completes alcohol or substance abuse treatment (except for pre-employment positive), and his/her supervisor determines that his/her job is still available, then the employee will be given another chance to be re-hired (but no sooner than 90 days after termination) upon a negative Return-to-Work drug and/or alcohol test. If re-hired, the employee will be subject to random follow-up drug and/or alcohol testing for up to two (2) years. If an employee has a confirmed positive drug and/or alcohol test or refuses to test on any follow-up drug and/or alcohol test, he/she will be subject to immediate dismissal.

Confidentiality

Every reasonable effort will be made to maintain the confidentiality of an employee's efforts to overcome a drug- or alcohol-related problem. Medical documents related to dependency problems or alcohol and drug testing will not be placed in an employee's personnel file. All information, interviews, reports, statements, memoranda, and documents regarding drug or alcohol tests or rehabilitation efforts will not be disclosed unless authorized by written consent of the tested employee or otherwise permitted by law.



Controlled Substance Violations - employees, who are convicted of crimes involving a controlled substance in the workplace under state or federal law, or who plead guilty or no contest to such charges, shall be terminated, hi addition, failure to report such a conviction or plea is also grounds for immediate termination. Employees convicted of or pleading guilty or no contest to such drug-related violations must provide documentation that reflects success completion of a drug abuse assistance or similar program to be considered for re-employment; however, Adept Facilities & Design, Inc. reserves the right to deny re-hire based on the existence of a conviction.

Drug Free Workplace Defined:

1. Alcohol Abuse - As used in this policy, alcohol abuse is a condition describing an employee who's drinking interferes with job performance, attendance, conduct, safety, or the work efficiency, work performance, or the safety of others.
2. Controlled Substances - are defined as those drugs listed in Schedules I and C of Section 202 of the Federal Controlled Substances Act 21 U.S.C. Section 812, and includes, but is not limited to, marijuana, cocaine (including "crack" and other cocaine derivatives), morphine, heroin, amphetamines, and barbiturates. The definition does not include controlled substances used pursuant to and in accordance with a valid prescription.
3. Drug Abuse - As used in this policy, drug abuse is a condition describing an employee whose use of drugs interferes with job performance, attendance, conduct safety, or the work efficiency, work performance, or safety of others.
4. Illegal Drugs - Any drug (a) which is not legally obtainable, (b) which may be legally obtainable but has not been legally obtained; or (c) which is being used in a manner for a purpose other than prescribed.
5. Follow-Up - If an employee has a positive confirmed drug and/or alcohol test, completes alcohol or substance abuse treatment, has a negative Return-to-Work drug and/or alcohol test, he/she will be subject to follow-up drug and/or alcohol tests for a period of up to two (2) years.
6. Post-Accident – If an employee has caused, contributed to, or been involved in an accident while at work which results in the injured party receiving medical attention other than first-aid, he/she will be required to submit a Post-Accident drug and/or alcohol test.
7. Property Damage- If an employee has contributed to, or been involved in an accident while at work which results in significant property damage, as deemed by the company, he/she will be required to submit to a Reasonable Suspicion drug and/or alcohol test.
8. Return to Work – If an employee has a positive confirmed drug and/or alcohol test and completes alcohol or substance abuse treatment, he/she must have a negative Return-To-Work drug and/or alcohol test result prior to returning to work.
9. Random Drug Testing – Conducted on a random basis, a third party company designated by Adept Facilities & Design, will generate a computerized random list of employees who will be required to submit to a random drug test.
10. Routine Fitness for Duty - A drug test conducted as part of a routinely scheduled employee fitness for duty medical examination that is part of the company's established policy or that is scheduled routinely for all members of employment classification.
11. Reasonable Suspicion - Occurrences that may be indicators of substance abuse and are considered grounds for reasonable suspicion are:
Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug.



Executive Summary:

Adept Facilities & Design, Inc. is a general contracting company specializing in the management and performance of job order contracting (JOC) contracts and indefinite-delivery, indefinite-quantity (IDIQ) contracts for Schools, Universities, Government, & Institutional clients.

AFD has currently 1 awarded Texas State wide Job Order Contracts (IDIQ) contracts for schools, universities, and Governmental agencies, which include The Interlocal Purchasing System (TIPS).

AFD has 3 current Stand Alone JOC contracts partnering with Dallas ISD, City of Fort Worth, & Dallas County.

Adept Facilities & Design was founded in 2012. In addition, AFD operates business groups focusing on client solutions ranging from Job Order Contracting, Facilities Management, Value Engineering, Design Build, Disaster Recovery, LEED, & Customer Solutions.

Adept Facilities & Design specializes in full turnkey services and our value and commitment to provide great quality service with experience and proven leadership in the industry has allowed us to build great relationships with our customers. We've built our business with integrity, knowledge, customer service and great attention to detail, thus, has allowed us to meet the highest demands of today's most demanding customers, complex networks and fast paced construction projects.

Approach to Deliver Services:

Lean construction (LC) is a method of production aimed at reducing costs, materials, time and effort. Essentially, the methodology is to minimize the bad and maximize the good. Using the principles of lean-construction, the desired outcome would be to maximize the value and output of a project while minimizing wasteful aspects and time delay. This outcome is produced when standard construction approaches are merged with a clear and concise understanding of project materials and information and two sets of management archetypes, planning and control. This may seem complex to understand, but the essence of this system to use what is necessary without extra. This can only be done by strategic planning and action by a management group and with the help and aid of all team members.

Adept Facilities & Design – Deliverable Solutions:

Our IDIQ (JOC) contracts have enabled our clients for a smooth & effortless option to enjoy contracting with a one stop accomplished vendor. Due to our responsiveness, professionalism and cost effectiveness most clients have utilize JOC to maximize effectiveness.

AFD has been best value, cost effectiveness and professional experience, Adaptable to the Laws of the State of Texas.

Services of Proposed Team & Advantage to County: The rationale behind the selecting of Subcontractors is due to the Safety program in place, quality expertise, available man power, past performance with owner, & cost effectiveness. AFD greatly values its subcontractors & understand that the success of our projects is dependent upon strong relationships and are proud to say that many of our subcontractors have been doing business with us since our beginnings.

Adept Facilities & Design is committed to accept the terms & conditions in the RFP.



Safety Program

Purpose

Adept Facilities & Design, Inc. is committed to the safety and health of our employees and know that our strength as a company is only as good as the strength of each individual. We will strive to place safety and health above all else, and will involve workers at every level in establishing, implementing, and evaluating our efforts. This written Safety and Health Program is intended to reduce the severity and frequency of job-related illnesses and injuries at this company by direct hire, subcontractors or contract employees. It is our intent to comply with the requirements of OSHA 29 CFR 1926.20 and .21, which require employers to maintain programs as necessary to prevent employees from working in hazardous or dangerous conditions as provided by the general duty clause.

Management Leadership

The following Safety Program Administrator(s) coordinate the Safety Program elements for our company:

Safety Coordinators

Project Managers

Project superintendents

Safety Representatives

Safety Manager

Responsibility and Authority: Overall program development and implementation to include;

Conduct accident/incident investigations

Identify and implement engineering controls, administrative controls and Personal Protective Equipment (PPE) requirements

Identify the need for and conduct/coordinate safety training

Conduct jobsite safety inspections/audits

Our employees have the authority (delegated ability to take action) to carry out his/her duties in a timely manner so that progress is made in meeting program goals. Employee is also provided with sufficient resources, information and training to meet those responsibilities.

Safety Coordinators

Responsibility and Authority: Overall implementation to include;

Conduct accident/incident investigations

Identify and implement engineering controls, administrative controls and PPE requirements

Identify the need for and conduct/coordinate safety training

Conduct jobsite safety inspections/audits

Our employees have the authority (delegated ability to take action) to carry out his/her duties in a timely manner so that progress is made in meeting program goals. The employee is also provided with sufficient resources, information and training to meet those responsibilities.

Project Superintendents

Responsibility and Authority: Overall implementation to include;

Conduct jobsite *Pre-Construction Safety Orientation* briefing and establish safety requirements with Subcontractor representative

Compile Job Safety Analysis (JSA) for each Subcontractor work activity

Monitor day to day Subcontractor safety performance

Identify, implement and enforce engineering controls, administrative controls and PPE requirements

Identify the need for and coordinate safety training

Conduct accident/incident investigations

Conduct jobsite safety inspections/audits

Communicate all accidents/incidents to the Safety Coordinator, Operations Manager or Safety Manager immediately

Issue “Stop-Work Orders” whenever the jobsite becomes unsafe, safe work practices are not being followed or a safety issue arises that cannot be resolved within his scope of responsibility.

Our employees have the authority (delegated ability to take action) to carry out his/her duties in a timely manner so that progress is made in meeting program goals. Employee is also provided with sufficient resources, information and training to meet those responsibilities.

The Safety Manager has examined our existing policies and practices to ensure that they encourage and do not discourage reporting and participation in the company program. In this way, early reporting of injuries, illnesses and hazards and meaningful employee participation in the program are more likely to occur. The reporting of injuries, illnesses and hazards is especially important because the success of the program depends on such reporting.

The Safety Manager & Operations Managers review incentive programs to ensure that they are designed to reward safe work practices, such as active participation in the program, the identification of hazards in the workplace, and reporting of the early signs and symptoms of illnesses, rather than to reward employees for having fewer injuries or illnesses.

The Safety Manager & Operations Managers communicate with employees about the program so they have the information necessary to protect themselves from hazards and have effective input into the operation of the program.

Employee Participation and Information

Employees are trained and expected to understand our safety and health reporting system, so that reports are received in a timely and systematic manner.

(See the Safety and Health Reporting section of this program)

Copies of OSHA’s draft proposed Safety and Health Program Rule, 29 CFR 1900.1, is accessible at all regional corporate offices and temporary jobsite offices including copies of OSHA 29 CFR 1910 and 1926. We also provide access to other information about the standards, including:

Assignment of responsibilities under the program, job hazard analysis results, hazard control plans, program evaluation results, lists of alternative duty jobs, records of reports related to the occurrence of injuries and illnesses and the identification of hazards, etc. This and other

information about the program can be obtained from Operations Managers or Safety Coordinators. However this information does not include confidential or private information that is of a personal nature, such as medical records.

We have provided employees, or their designated representatives, if applicable, to be involved in establishing, implementing, and evaluating each of these program elements as applicable to our company:

anagement Leadership

Employee Participation and Information

Safety and Health Reporting

Hazard Identification, Assessment, Prevention and Control Training



Job Order Contracting
Design Build
Construction Management

Multi-Employer Worksites Program Evaluation

While we provide opportunities for employee participation, we also comply with the National Labor Relations Act.

Safety and Health Reporting

Our safety and health reporting system enables the Safety Manager, Operations Managers, Safety Coordinators, Project Superintendents and Project Managers to receive and promptly respond to the report, evaluate the report to determine whether an injury or illness has occurred, and take corrective actions as OSHA standards require and where appropriate.

When determining whether an employee who has experienced signs or symptoms of an injury or illness or actually has an injury or illness, we have the employee evaluated, at no cost to the employee. The employee is evaluated using the following institutions listed by order of preferred selection:

The nearest medical facility where licensed healthcare providers are available.

Oral & written reporting methods are acceptable for reporting job-related injuries, illnesses, fatalities, incidents and hazards. All employee reports are taken seriously by the company. If an injury, illness, fatality, incident or hazard has occurred or been observed we will identify, assess and control the hazard(s).

Hazard Identification and Assessment

Before existing and potential hazards can be prevented and controlled, they must be identified and assessed. It is critical that this be done for all jobsites. The Safety Manager reviews the following safety and health records, as required:

Injury and illness records,
Workers' compensation claims,
Accident and near-miss investigation statistics,
Inventory data (especially hazardous materials data),
Personal protective equipment supply orders,
Written safety programs,
OSHA citations for the company if any issued,
OSHA's general list of frequent citations,
Employee complaints and hazard reports,
Prior workplace inspection reports,
Material safety data sheets,
Equipment and chemical manufacturer-supplied safety manuals and warnings,
Maintenance request records and schedules, and/or
Trade association and safety organization information.

Training

Under no circumstances may an employee work in the following capacities without Employee first completing a competent person training or equipment operator certification course. This includes all existing and new employees.

Excavation, Trenching and Shoring Inspector/Monitor

Scaffold Erector, Dismantler or Inspector

Ladder Inspector (portable)

Safety Monitor (roof), Fall Protection User, Trainer or Inspector

Forklift or Aerial Lift Operator, Inspector or Trainer

Steel Erector or Inspector
Confined Space Entrant, Monitor or Attendant
Heavy Construction Equipment Operator or Inspector

However, if an employee has received training in certain required topics within the last three years; initial training in those specific topics is not required. Before we can meet the prior training exception, the employee is required to demonstrate that they have retained sufficient knowledge to meet the requirements for initial training. Employee can do this by an evaluation from the Safety Manager and/or Supervisor to determine that the person has knowledge of the systems, equipment, conditions and procedures, proper use, inspection, manufacturer's recommendations and instructions, and maintenance requirements for the required task.

Training Requirements

Instruction will be delivered in the following formats:

classroom instruction (with lecture, discussion, computer-based program, slide presentation, videotape, and/or conference formats),

practical instruction (with demonstration, practical exercise, and/or hands on instruction formats),

informal discussion during safety meetings, written materials such as Weekly Toolbox Topics),
Other instruction methods

All training and information is provided in a language the trainee will understand to retain the training topic information. (Informed employees are critical to assure the accuracy of our reporting system). All existing and new employees receive the following information for each topic: existing hazards, how to identify hazards, hazard control measures, protective measures to prevent or minimize exposure, and provisions of applicable standards.

Training Certifications:

The Safety Manager or Safety Coordinator is responsible for keeping records certifying each employee who has successfully completed training. Each training certificate includes: The employee's name, the date(s) of the training, the location where training took place and the signature of the person who did the training and evaluation.

Subcontractor Safety Management Plan

Purpose

Adept Facilities & Design in the event subcontractors are utilized by the company as part of a work project, each subcontractor's safety programs, OSHA compliance, training, confirmations, documentation and statistical results of previous safety performance are reviewed for alignment with both Adept Facilities & Design and the client's safety requirements. While we do not determine means and methods for a subcontractor to deliver a finished product we do however insist that the subcontractor and their personnel perform their responsibilities adhering to **Local, State and Federal Safety** regulations. We have established procedures to require that subcontractor safety programs, training, procedures and initiatives coordinate with the company's own standards of safety. Those regulatory agencies include but are not limited to the following:

US Department of Labor
US Environmental Protection Agency
Occupational Safety And Health Administration
Texas Commission on Environmental Quality (TCEQ)



Subcontractors utilize the following documents to confirm that commitment:

Subcontractor Executed Master Agreement

Subcontractor Executed Work Release

Subcontractor Job Safety Analysis Acknowledgement Form

Subcontractor Pre Construction Orientation and Safety Briefing Form

The Risk Manager and Safety Manager will conduct a Pre-qualification review of the subcontractor's:

Subcontractor's OSHA 300 log for the last five years, or from the date the subcontractor began doing business if this time is less than five years;

OSHA experience regarding any previous inspections or citations;

Written safety and health programs as required by the Company and/or the respective client;

Written subcontractor procedures for at-work incident, injury, illness and emergency response, reporting and investigation requirements;

Workers' compensation insurance EMR (Experience Modification Rating) information;

Proof of insurance documented by a current certificate of insurance from the subcontractor's insurance agent(s);

Documentation of required safety training of subcontractor employees that will be assigned to the respective project, including supervisor, competent person training and site safety representative training;

Documentation of required Operator Qualification (OQ) and other individual qualifications or certifications as may be required by the project; and

If required the subcontractors bonding capability may also be considered for Pre-qualification.

Subcontractors assigned by the company to a project will attend initial Pre-Construction Orientation Safety Briefing prior to the start of work on any project.

Subcontractor personnel will participate in these and other such activities as required in preparation for working safely at the project location. Subcontractor personnel will utilize, cooperate with, attend and support all pertinent components of safety programs and procedures; safety orientation, training, tailgate and daily meetings; qualification and/or certification requirements; periodic safety meetings and awareness activities; safety inspections; incident reporting and investigation procedures; and other such safety, health and incident prevention initiatives as may be established for all workers at a project location.

Subcontractor personnel will participate in and cooperate with Job Hazard Analysis (JHA), Job Safety Analysis (JSA) and Job Safety Observations (JSO) as required and will be submitted to the project manager and/or project superintendent prior to the start of work. The subcontractor's submitted documentation will be maintained as a part of permanent record in the project handbook.

Requirements for reporting hazards, incidents, injuries and illnesses

Subcontractor employees are responsible for reporting any observed near-miss, hazard or unsafe behavior of another person when there is a potential for causing an incident, chemical release, injury or illness in the project workplace. Subcontractors will investigate near-misses, first aid injuries, and incidents, injuries or illnesses in the project workplace in accordance with requirements established for the project.



First report will be made to the subcontractor's on-site supervisor or to the project superintendent or site safety representative if the supervisor is not readily available. Reporting should be made without delay to help facilitate intervention and preventive measures. Subcontractor supervisors and/or management will forward any such report to their company contact person so that additional communication can be made and/or actions taken if the company deems this necessary.

Any on-the-job injury or illness that requires medical attention by a physician or Professionally Licensed Healthcare Provider (PLHP) will be reported immediately to the project point of contact after the individual(s) requiring treatment are in route to medical care.



Mobilization of team sub members:

AFD, Inc. Subcontractor Pre-Qualification:

AFD greatly values its subcontractors. We understand that the success of our projects is dependent upon strong relationships and are proud to say that many of our subcontractors have been doing business with us since our beginnings.

All of our subcontractors are pre-qualified in order to ensure they meet our standards for excellence. Therefore, our database consists of a limited number of qualified subcontractors.

AFD does not initiate a bid with a broadcast invitation. Rather, we make individual calls to required subcontractors in order to garner interest. We feel this is a more personable approach to the bidding process. These calls are made to subcontractors on our sub list, which are anywhere from four or Eight subcontractors per trade or CSI code in order to ensure a strong general contractor-to-sub relationship.

Our Team Management Approach:

Lean construction (LC) is a method of production aimed at reducing costs, materials, time and effort. Essentially, the methodology is to minimize the bad and maximize the good. Using the principles of lean-construction, the desired outcome would be to maximize the value and output of a project while minimizing wasteful aspects and time delay. This outcome is produced when standard construction approaches are merged with a clear and concise understanding of project materials and information and two sets of management archetypes, planning and control. This may seem complex to understand, but the essence of this system to use what is necessary without extra. This can only be done by strategic planning and action by a management group and with the help and aid of all team members, such as Gen Manager, PM's, Safety Officer, Superintendents, etc....