

# TIPS VENDOR AGREEMENT (JOC)

Between Champion Construction and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RCSP 200201 Trades, Labor and Materials (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 the 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. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### **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 for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

### **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**

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**

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**

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 for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

### **Disclosures**

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.

- 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 the TIPS program.
- 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.

### **Term and 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.

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

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 that exceeds month to month terms 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, executed Agreement or other written instruction 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 is rendered void and unenforceable.

### **Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

### **Invoices**

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." 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 and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto: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. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** 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 five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by 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 prior 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 provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **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 of 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.

## **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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

## **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

## **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, service agreements or any supplemental agreement 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.

### **Choice of Law**

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.

### **Venue, Jurisdiction and Service of Process**

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

### **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 may assist, at TIPS sole discretion, 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 85<sup>th</sup> 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 85<sup>th</sup> 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.

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 three business days 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.

# TIPS Vendor Agreement Signature Form

RFP 200201 Trades Labor and Materials (JOC)

Company Name Champion Construction

Address PO Box 1865

City Cedar Hill State TX Zip 75106

Phone 214.444.7140 Fax \_\_\_\_\_

Email of Authorized Representative ben@champion-const.com

Name of Authorized Representative Benji Allen

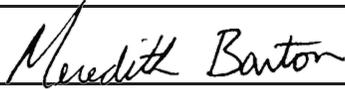
Title partner

Signature of Authorized Representative 

Date 4/1/20

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/23/2020

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



## 200201 Addendum 3 Champion Construction Supplier Response

### Event Information

Number: 200201 Addendum 3

Title: Trades, Labor and Materials (JOC)

Type: Request for Proposal

Issue Date: 2/6/2020

Deadline: 4/3/2020 03:00 PM (CT)

Notes: If your company currently has a Job Order Contracting (181101) **it is not necessary or beneficial to you to respond to this solicitation as your current contracts allow you to perform the same work as this new solicitation would permit.** Unless and if you wish to bid different terms, pricing or otherwise change from your existing contract, Job Order Contracting (181101), proposing on the current solicitation provides no additional benefits to your company.

Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This

RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations. If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

## **Contact Information**

Contact: Jensen Mabe, Construction Program Manager  
Address: Region VIII Education Service Center  
4845  
Pittsburg, TX 75686  
Phone: +1 (903) 438-6237  
Fax: +1 (866) 839-8472  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Champion Construction Information

Contact: Benji Allen  
Address: PO Box 1865  
cedar hill, TX 75106  
Phone: (972) 679-2410  
Email: ben@champion-const.com

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

Benjamin J Allen

*Signature*

*Submitted at 4/3/2020 9:49:28 AM*

ben@champion-const.com

*Email*

## Requested Attachments

### Vendor Agreement

200201\_Vendor\_Agreement\_JOC.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form

200201\_Vendor\_Agreement\_Signature\_Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### Pricing Spreadsheet

*No response*

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### RS Means Pricing Form JOC

200201\_RS\_MEANS\_JOC\_Pricing\_Form.pdf

The vendor must download the "RS Means JOC PRICING\_FORM" from the attachment tab, fill in the requested information and upload the completed agreement. DO NOT FAIL TO COMPLETE ALL SECTIONS AND BLANKS IN THE FORM OR IT COULD RENDER YOUR RESPONSE INVALID.

DO NOT UPLOAD encrypted or password protected files.

### Xactimate Pricing JOC Form

*No response*

Should you choose to provide optional Xactimate pricing on you should upload that form here

### References

Reference\_Form\_JOC.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Proposed Goods and Services

scope of work .docx

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. I does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

## **D/M/WBE Certification OPTIONAL**

*No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## **HUB Certification OPTIONAL**

*No response*

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can. Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

## **Warranty**

*No response*

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## **Supplementary**

CMAR documentation (Vandy).docx

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## **All Other Certificates**

Certification & Lisence .docx

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## **Logo and Other Company Marks**

Champion Sports logo.png

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

## **Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS**

*No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS  
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

## **Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION**

*No response*

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

## **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

*No response*

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

## **Confidentiality Form**

CONFIDENTIALITY\_CLAIM\_FORM.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

## **Bonding Capacity Letter from Surety/Insurance Company**

BONDING Champion Sports Letter 10.21.19.doc

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

## Bid Attributes

**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.

No

**3 Yes - No**

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

Yes

**4 States Served:**

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

**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.)

One-Stop construction and renovation company. Champion Construction works all over the Nation designing, developing, and constructing school, sports, retail and commercial facilities. When a client works with Champion; they receive everything they need with one company. The Champion Team includes architects, designers, facility planning teams, complete construction teams including, flooring, painting, tile work, demolition, millwork and cabinetry production, upholstery shop for custom seating, theatre seating re-upholstery for auditoriums and team rooms. When you call Champion; you get EVERYTHING you need for your project with one team.

**6 Primary Contact Name**

Primary Contact Name

Benji Allen

**7 Primary Contact Title**

Primary Contact Title

partner

**8 Primary Contact Email**

Primary Contact Email

ben@champion-const.com

<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9726792410"/>
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<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9722231008"/>
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<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9726792410"/>
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<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="John Allen"/>
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<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="partner"/>
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<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="john@longhornlockers.com"/>
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<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4693238951"/>
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<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9722231008"/>
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<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4693238951"/>
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<b>18</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Lori Allen"/>
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19	<b>Admin Fee Contact Email</b> Admin Fee Contact Email lori@champion-const.com
20	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 9726795286
21	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. benji allen
22	<b>Purchase Order Contact Email</b> Purchase Order Contact Email ben@champion-const.com
23	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 9726792410
24	<b>Company Website</b> Company Website (Format - www.company.com) www.champion-const.com
25	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) 83-3675520
26	<b>Primary Address</b> Primary Address 503 W CR 109
27	<b>Primary Address City</b> Primary Address City Venus
28	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) Texas
29	<b>Primary Address Zip</b> Primary Address Zip 76084

3  
0

**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.)

millwork, lockers, paint, carpet, flooring, tile, design, ceiling tile, framing, sheetrock, glass, bathroom partitions, vanity, sinks, plumbing, electrical, HVAC, windows, mason, doors, trim, cabinets, workstations

3  
1

**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?**

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.

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?

Yes

3  
2

**Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

Yes

3  
3

**Company Residence (City)**

Vendor's principal place of business is in the city of?

Venus

3  
4

**Company Residence (State)**

Vendor's principal place of business is in the state of?

Venus

3  
5

**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.

3  
6

**Yes - No**

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC 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.

3  
7

**Regular Hours Coefficient**

What is your regular hours coefficient for the RS Means Price Book?

Example:

A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient.

Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.

3  
8

**After Hours Coefficient**

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?

Example:

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.

Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.

3  
9

**Non-Pre-Priced Markup**

If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup?

Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.

4  
0

**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

4  
1

**Years Experience**

Company years experience in this category?

4  
2

**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?

**4** **NON-COLLUSIVE BIDDING CERTIFICATE**

**3** By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 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:
- 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;
- 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.

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

**4** **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If 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.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

**4** **Filing of Form CIQ**

**5** If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

**4** **Regulatory Standing**

**6** 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.

**4** **Regulatory Standing**

**7** Regulatory Standing explanation of no answer on previous question.

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

By submission of this bid or proposal, the Bidder certifies that:

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.

## Suspension or Debarment Instructions

### Instructions for Certification:

1. 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.
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.

**50 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.

Debarment 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.

**51 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.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, 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.

(Title 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)

All 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.

**5 2 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:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

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.

**5 3 2 CFR PART 200 Contracts**

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

Notice: Pursuant to 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?

**5 4 2 CFR PART 200 Termination**

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

Pursuant to 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?

5  
5

**2 CFR PART 200 Clean Air Act**

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

Pursuant to 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?

5  
6

**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.

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?

5  
7

**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)

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?

**58 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.

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

**59 Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

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.

The 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.

**60 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

ONLY IF you answered "I HAVE Lobbied per above" to attribute #59, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

**61 Subcontracting 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?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

6  
2

**ONLY IF YES TO THE PREVIOUS 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?**

ONLY IF YES TO THE ABOVE QUESTIONS 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?

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.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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**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 S, "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. 314S), 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.

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

**4** 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).

**6** **Indemnification**

**5** 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."

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?

Yes

**6 Remedies**

6

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.

Do you agree to these terms?

**6 Remedies Explanation of No Answer**

7

**6 Choice of Law**

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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. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

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?

**69 Jurisdiction and Service of Process**

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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

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?

**70 Alternative Dispute Resolution Explanation of No Answer**

**71 Infringement(s)**

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.

Do you agree to these terms?

**72 Infringement(s) Explanation of No Answer**

**73 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.

Do you agree to these terms?

**74 Acts or Omissions Explanation of No Answer**

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**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

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6

**Payment Terms and Funding Out Clause**

Payment Terms:

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?

Yes

## 7 Insurance and Fingerprint Requirements Information

### Insurance

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.

### Fingerprint

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:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then 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](mailto: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.

See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

**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.

I certify that:

**NONE (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.

**OR**

**SOME (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.

None

**7** **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

**9** 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.

**8** **Texas Government Code 2270 Verification Form**

**0** Texas Government Code 2270 Verification Form  
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.

The relevant section addressed by this form reads as follows:

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)  
4845 Highway 271 North  
Pittsburg, TX, 75686

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.

AND

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>

I swear and affirm that the above is true and correct.

YES

**8 1 Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

**8 2 Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**8 3 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**84 Required Confidentiality Claim Form**

**Required Confidentiality Claim Form**

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at [rick.powell@tips-usa.com](mailto:rick.powell@tips-usa.com)

**85 Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

**86 Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**87 Attribute deleted as part of an Addendum**

**88 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**89 Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**90 Required Vendor Sales Reporting**  
By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

**91 Solicitation Deviation/Compliance**  
Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

**92 Solicitation Exceptions/Deviations Explanation**  
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.  
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.  
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.

**93 Agreement Deviation/Compliance**  
Does the vendor agree with the language in the Vendor Agreement?

**94 Agreement Exceptions/Deviations Explanation**  
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.



**Required Confidential Information Status Form**

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 attach 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 all the confidential information in the submitted proposal. 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

**Champion Construction**

Name of company

Benji Allen- partner

Printed Name and Title of authorized company officer declaring below the confidential status of material

PO Box 1865 Cedar Hill TX 75106 214.444.7140

Address City State ZIP Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION.**

**I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive** a claim of confidentiality of all information contained within our response to the solicitation. 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.

**ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMAITON REQUEST IS MADE FOR OUR PROPOSAL.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

**OR** -----

**I DO NOT CLAIM any of my proposal to be confidential, complete the section below.**

**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.

Signature  \_\_\_\_\_ Date \_\_\_\_\_



Liberty Surety Plus  
7900 Windrose Ave.  
Plano, Texas 75024

April 2, 2020

Re: Bond Reference Letter  
Champion Sports Construction, LLC

Dear Contract Representative:

On May 31, 2019 Liberty Mutual Insurance Company (“Liberty”) acquired the U.S. surety operations of AmTrust Financial Services which includes Developers Surety & Indemnity Company (“Developers”). Developers has approved surety credit to Champion Sports Construction, LLC (the principal) since 2019. Champion Sports Construction, LLC is an account in good standing with a current surety program of single projects up to \$1,000,000 in size, with an aggregate cost to complete of \$3,000,000.

Please be aware that the execution of payment and performance bonds by Liberty as the Administrator of Developers is subject to the positive review of all standard underwriting considerations at the time of the request and satisfactory review of any contracts, terms, conditions, specifications, bond forms, and owner financing tendered to the principal and the surety at the time of award.

Additionally, the issuance of bonds is a matter between the surety and the principal. If for any reason we do not issue bonds on an awarded project, no third-party liability is assumed by the surety company, the principal, or their agent. In no way does this letter replace or constitute a bid bond and is for informational purposes only. As such, this letter is not contractually binding.

Sincerely,

*Keith DeGarmo*

Keith DeGarmo  
Underwriting Manager  
469-997-2123



- **TN Business & Law**
  
- **NASCLA BC-B License**
  - **We are scheduled to take the exam at the end of May**
  - **All paper work and documentation has been submitted to the TN board for review**



## Goods & Services



**Champion Construction llc** is a licensed and insured Residential & Commercial construction company with offices in Dallas, Johnson & Ellis county, Texas.

### Our commodities include:

- Complete renovation
- New construction
- Millwork
  - Cabinets
  - Cubbies
  - Custom desks
- Paint
  - Walls & Ceilings
- Flooring
  - Carpet
  - Tile
  - Epoxy Quartz
  - Vinyl
- Demolition
- Concrete & flatwork
- Plumbing
- Electrical
- Mechanical
- Insulation
- Glass work
- Facility design
- Upholstery
  - Stadium seating
  - Theatre seating
  - Corridor benches

BENJI ALLEN  
PARTNER

# CHAMPION

SPORTS

C O N S T R U C T I O N

## CMAR Documentation



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has a combined sixty-three years in the building industry. Our story begins with (fellow owner) John Allen a Michigan resident. John packed up the family and moved to Mexico to build homes and remodel linguistic facilities as part of a humanitarian effort. After some time in Mexico; John moved the family to Dallas during the late 70's to be part of the growing home building market.

John's two sons; Ben & Sam (fellow owners) have established themselves in the manufacturing and construction industry as well. Sam & John were the genesis of Longhorn lockers. Together they created one of the world foremost locker companies. While John & Sam were growing the locker company; Ben ventured out and developed a dynamic commercial & residential construction business.

Two year ago the "guys" decided to collaborate and design the most streamline company the sports construction industry would know and Champion was created. What sets us apart from others in the construction industry is that we are a one-stop-shop with turn-key capabilities.

The combined enterprises of the Allen men include:

- Locker & furniture design company
- Complete upholstery business
- Metal shop with CNC, 6,000kw fiber laser, sixty-four station turret punch press, four hydraulic press
- Comprehensive wood and paint/stain facility
- Start-to-finish construction
- \*powder coating facility in development

When a YOU have an idea; we mobilize a cadre of highly skilled team members to facilitate dreams into realities. Our approach to business is to make your space great and that you will realize a facility with all of it's accouterments including lockers and furniture have been which are created with excellence.

The **Champion** team is ready to make your spaces great!

## **Executive summary**

Vanderbilt is a dynamic football program that continues to grow and make an impact nationally. As Vanderbilt continues to grow, so will its campus exposure be highlighted with events, activities and guests. Facility development and campus culture, as it pertains to its buildings and spaces, will undergo new levels of scrutiny and traffic.

Champion Construction can be your go-to for a comprehensive imagine-design-construct company. With so many of the needed resources all under one roof; Champion has an incredible advantage in Campus development. When working with a Champion; you will always win.

## **Proposal**

We understand that the “arms race” for campus improvement and facility development is not a new thing among the colligate circles. We do understand that construction projects can cause some anxiety and fears to those in leadership.

As a Construction Manager; we will not limit our leadership to drafting and vetting quality subs to complete the project. We ourselves will engage the owners from day one in discussing the visions for the facility, assess with you the needs and how best to create a building that compliments the culture of the school and the intentions of the President and those in leadership for a certain space.

When working with Champion; you will NOT feel like a customer; rather you will know what folks mean when they say, “Champion makes us feel like family” and family is always first!

## **Services & Methodology**

Champion Sports Construction is not a build-group that offices in North Dallas and dispatches a supervisor to oversee a motley crew of trades. The three owners (John, Benji & Sam) are the actual leads on design and construction. It would be highly unusual that you would not sit across from John, Benji or Sam in a meeting or run into them walking the jobsite.

Most CMAR groups rely on others to complete a task. Many times the tasks and trades on a Champion site are Champion employees and its subsidiaries. The Allen's collectively own the following business that service a clients full-scope needs:

- Design group
- Upholstery business
- Engineers and Solidworks creators
- Metal fabrication plant
- Wood shop
- Commercial Paint & Stain facility
- Architectural firm\* (Alliance partnership)
- Carpenters
- Electricians and Plumbers\* (Alliance partnership)

With the vast array of resources and experiences, Champion is a unique organization that can get the job done quickly and done with excellence.

When a project is presented; we dispatch opportunities for those we have built relationships with and to those who may be ready to jump into the action. Additional sub-contractors are solicited through networks and HUB groups as needed.

### **Credentials and Alliance Partnerships**

Benji Allen- Champion Sports Construction  
 TN-BC-B Business & Law Management License  
 NASCLA- General Contractors License\*

Jim Caldwell, President of Caldwell Services Inc.  
 Established 2006  
 Master Electrician: M-138802  
 Electrical Contractor: TECL 24288  
 Master Plumber: M-21079  
 Solutions Design Group  
 Steve & Bridgett Hawk, Owners  
 Registered Architect, NCARB

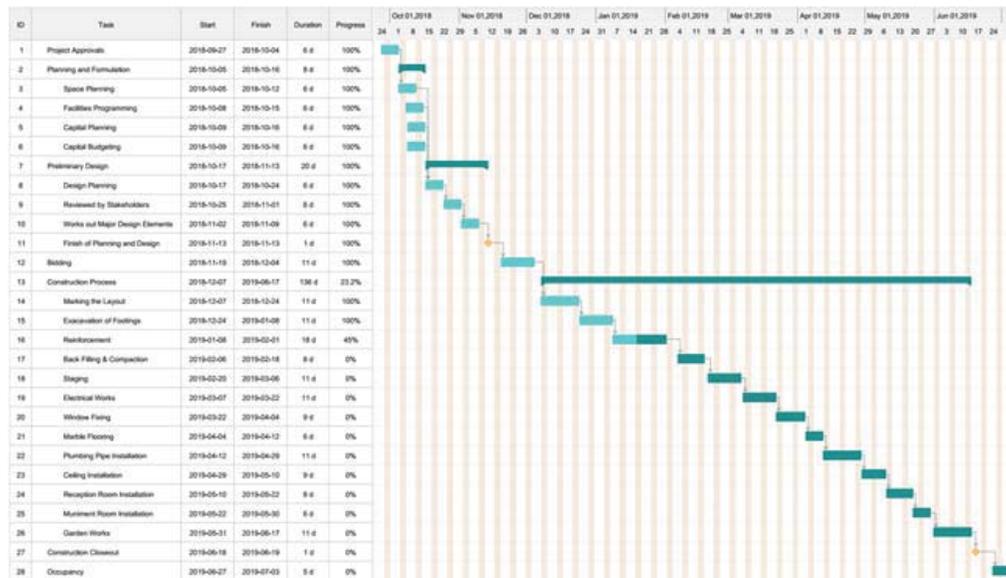
\*NASCLA General Contractors license course completion schedule for wee of April 1<sup>st</sup>, 2020.

### Communication is essential.

A variety of communication tools will be implemented in order to minimize errors, maximize the impact of your budget and keep the project on track.

- Weekly huddle. [every Monday]  
*The onsite job supervisor will report to the owner/owners rep on progress of the last week and plans for the coming week.*
- Mid week email [every Wednesday]  
*The owner/owner rep(s) will receive a mid-week email with any updates on any adjustment that need(ed) to be made during the week.*
- Walk it. [every Friday]  
*The owner/owner rep(s) will receive an escorted tour of the construction project to review progress and identify and project needs or adjustments.*
- Gantt chart  
*From pre-construction to job close-out; we will utilize a Gantt chart to track the project success and timelines.*

*Example of Gantt Chart to be provided-*



- Always available.  
*There is not a time through the project that you will not be able to get access to the job supervisor or one of the owners. You will be provided phone numbers that will allow you quick access to those you have entrusted to making your space great.*

## Efficient & Effective

How does one clearly communicate the effort that Champion has put into making your project stress-less and professional without bragging?

The Champion team is committed to “whatever we do, do it with integrity and discipline.” One of the most talked about elements of a Champion project is “the Box”. When planning allows; ALL of the materials necessary to complete a job are scheduled and delivered to our facility in Venus, Texas. Once your materials arrive to us; we carefully inspect the products and then stage them in the Champion box (shipping container) for ease of use once your project begins.

An advance team will arrive to your jobsite prior to delivery to review the following elements:

- Staging area (where the box will be placed)
- Dumpster contracts and location drop
- Critical Mechanical/Plumbing/Electrical Implications (as needed)
- Schedule usage of the facility
- Safety signage and key contact individuals
- Review of Gantt chart scheduling
- Comprehensive review of CPM
- Superintendent luncheon and contact review



-The Box

## About Us

John Allen.  
*Owner*



John (dad); a native of Wisconsin and former Army supply sergeant tossed papers as a kid and eventually got a job working at General Motors in Flint, Michigan as a machinist. In the early 70's John purchased an old farm house and tore it down board by board and shipped it to Dallas to build his southern home in DeSoto.

John has been in the construction industry for forty-three years. Those years included building chapels in Mexico, commercial office space in Las Colinas, homes in the Dallas/Ft. Worth area and has been featured in the Great Southwest magazine highlighting the Victorian home he built in DeSoto.

Benji Allen.  
*Owner*



Benji, the primary steward of the Champion construction, has been in the commercial renovation industry since 1995. The owner of Benjamin Custom homes, Benji has been developing commercial spaces and building custom homes in the \$600,000 range for over twenty years.

Benji served as an associate pastor in Cedar Hill, TX, Layton, UT and Tulsa, OK. Most recently Benji and his family of four planted a church in Fort Worth. In 2017, he resigned his role as lead pastor and gave his full attention to growing his footprint in the custom home and Sports market.

Sam Allen.  
*Owner*



Sam, a marine reserve always had a drive to do big things. From his early lawn care business as a teen to his long-haul transport company years later; Sam has never backed away from hard work and innovation. In the summer of 1995, Sam and John created a school locker business which has grown into the premier Locker Company in the nation. Longhorn Lockers designs, manufactures and installs lockers in some of the most notable institutions including the Dallas Cowboys, Clemson University, SMU, and TCU.

In the fall of 2017 the Allen men realized the critical need and opportunity for creating a design-to-construction company. Which resulted in Champion Construction a family owned business with a broad approach in the industry.

- Champion holdings (real estate development)
- Champion Construction (commercial & residential construction)
- Champion Sports Construction (public & private university campus renovation and new builds)

### Current Champion projects

LA Rams  
Los Angeles, CA  
Brendan Burger



Campbell University  
Buse Creek, NC  
Kady Knight



Chopstick Express restaurant  
105 E Hwy 67, Venus TX  
David Chon



Landmark Event ctr  
307 Walnut, Venus, TX  
John Allen



### -2019 Relatable Projects-

Venus police department and Municipal facility  
700 Hwy 67, Venus, TX  
Chief Groom



SMU Football & Soccer renovation  
6425 Boaz Ln, Dallas, TX  
Kris Harris



St. Marks Catholic school Football locker room  
St. Mark Dr, Dallas, Tx  
Josh Friesen



## Pricing

We offer a variety of pricing structures:

- Cost Plus- We facilitate the design process with the owner, coordinate with the architect and present finish recommendations for approval. Following the prep stage; we bid the project for the owner. Once costs have been confirmed; we add a percentage to the project for managing it. The owners can make as many changes as they like and they assume the costs inflicted.
- Budgeted Build- We meet with the owner and analyze the needs and opportunities with our design team and architects. Following the approved project details we shop materials and trades necessary to accomplish the desired results and offer a package Quote for a turn-key project.
- CMAR Working- within the budget of the organization and coordinating with the owners; we present design & finishes that fit within the school's budget.

## Terms & Conditions

Terms & Conditions are determined by the scope and style of construction arrangement. Details will be developed and agreed upon at time of consideration with client.

## Agreement CTA

Champion Construction will utilize licensed and approved suppliers and contractors as necessary to accomplish a task. All subs will be vetted and coordinated through Champion. While CTA are plausible arrangements; it has been our experience that utilizing trusted relationships we have built over the years in a variety of filed have proved to be the most efficient and effective project collaborating arrangement in accomplishing projects.

## Proposal Requirements & Criteria

p12	3.1.1	Qualifications
	3.1.2	Statement of Interest& Unique Qualifications
	3.1.3	Company information
	3.1.4	Contract value in progress
	3.1.5	Percentage of work performed in-house
	3.1.6	Company ownership status
	3.1.7	Previous litigation that affects current interest with Vanderbilt
	3.1.8	Company default history
	3.1.9	Company liquidated damage history
	3.1.10	Company relationship with Vanderbilt board
p13	3.2.1	Champion management philosophy for CMAR
	3.2.2	Champion plan for pre-construction services
	3.2.3	Champion Organizational chart and key player resumes
p14	3.3.1	Company previous CMAR projects
p19	3.4.1	Fiduciary responsibilities as CMAR with GMP contracts
	3.4.2	Cost estimation history
	3.4.3	GMP process documentation
P20	3.5.1	Project scheduling plan
	3.5.2	Timely completion methods
	3.5.3	Work Progress Chart sample (Gantt)
	3.5.4	CMP experiences
p23	3.6.1	Safety anticipation plan
	3.6.2	Experience Modification Rate and insurance ratings
	3.6.3	OSHA recordable incident rate
	3.6.4	OSHA days away from work incident rate
	3.6.5	OSHA reports/citations
	3.6.6	Champion Quality assurance program
p25	3.7.1	CMAR & Ownership issues resolution plan
	3.7.2	Procedures/Personnel responsible for & coordinate A/E & ownership
	3.7.3	Champion experience with building modeling
	3.7.4	Successful constructability program for maintaining project budgets
	3.7.5	Bid/Proposal package strategy for construction docs with vendors & subs
	3.7.6	Champion process for solicitation of key subcontractors
	3.7.7	HUB participation plan

## Proposal Requirements & Criteria

### 3.1.1

#### Qualifications

Champion Construction began as a custom home and commercial build-out company. With over 4 million dollars in home construction under our belt; we've launched into the commercial market as well. Over the years we have grown to become a preferred business for "making spaces great" which includes a \$2.5-million-dollar athletic facility project for SMU, a \$400,000 renovation and addition for the Venus City Police station and Municipal building, \$150,000 design and renovation for Chopstick Express.

We are a unique company that provides a very personal touch to a very corporate activity in building making and renovation. When working with Champion; you can reach any of the Allen men (father & sons ownership) by way of cell phone when you need them. We are not too large to care nor too small to deliver your facility in a timely manner with all the ethics and guarantees you want attached.

### 3.1.2

#### Statement of Interest & Unique Qualifications

Champion Construction is more than a building builder. We are becoming a sought-out organization because of our unique specialty. Longhorn Lockers, our sister company is the premier locker manufacture creating some of the most unique and cutting edge lockers. When you combined the creativity of Longhorn Lockers with our facility design team, the results are amazing and the talk of town.

Champion is a turn key organization with in-house designers, engineers, manufactures and a construction team. One phone call or meeting with us and your project information is delivered to those necessary. We take the speed and clarity of communication to the next level while minimizing the overhead cost of Project managing with everything on one campus.

### 3.1.3

#### Company information

- Organization structure: LLC
- Established 2017
- Volume of work
  - 2019- \$705,414.00
  - 2018- \$649,751.00
  - 2017- \$491,505.00
  - 2016- \$206,850.00
  - 2015- \$187,835.00

- 3.1.4 Contract value in progress
- 4 contracts - \$1.1 million
  - 2 contracts- \$2.6 million (waiting for final approval)
- 3.1.5 Percentage of work performed in-house
- We typically perform 40% of the work with our own organizations and strategic partners.
  - In-house trades include: Design, Flooring, plumbing, electrical, painting, decorative metal work, lockers, custom furniture accent pieces.
- 3.1.6 Company ownership status
- We are not for sale and have no intentions to sell.
- 3.1.7 Previous litigation that affects current interest with Vanderbilt University.
- NO. We have not had or currently have any litigation or judgments against Champion Construction.
- 3.1.8 Company default history
- NO. We have not defaulted nor do we have any current failure to complete work or pay vendors and contractors liens against us.
- 3.1.9 Company liquidated damage history
- NO. We have not nor currently have any damage assessments against us.
- 3.1.10 Company relationship with Vanderbilt board
- NO. We do not have any relationship that is unlawful or unethical as it pertains to decision makers with Vanderbilt University.

**3.2.1** Champion management philosophy for CMAR

Our construction management philosophy focuses on developing an interactive, inclusive working relationship with the client. We often use the term stewardship over management; because we feel it is our responsibility to lead the process along rather than just manage tasks. We begin the process immediately upon award and remain your partner until the project is complete, the building is fully operational and all members of the team are satisfied.

### 3.2.2 Champion plan for pre-construction services

We provide construction management services in two phases: preconstruction and construction. Meaningful preconstruction services bring value, potential cost savings, and informed decision-making to the client while eliminating surprises to provide you with a predictable outcome. During the value analysis process, we think outside the box to achieve your goals with your budget and project needs in mind. Early involvement of the construction team benefits every aspect of the project. During the preconstruction phase, we provide planning and scheduling, estimating, value engineering and constructability reviews, purchase long-lead items, develop and monitor the budget, and prequalify subcontractors.

During the construction phase, we buy all required material, subcontractor services, build your facility, and ensure your facility is fully operational. The success of this approach relies on the continuity of the team from pre-construction through construction.

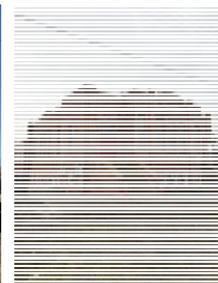
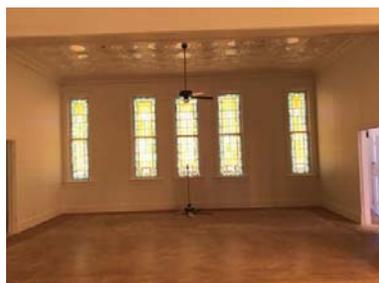
### 3.2.3 Champion Organizational chart and key player resumes (see attached **Document 3.2.3**)

#### **3.3.1** Company previous CMAR projects

- The Landmark event ctr.
- Chopstick Express
- Venus Police Station & Municipal building
- SMU (Football locker room, players rest room and shower, team room, Coaches locker room, rest room and shower space)

The Landmark Event Center  
307 Walnut, Venus TX 76084

Restored the historic Methodist church which includes repurposing the 1<sup>st</sup> floor into a contemporary office complex with offices, meeting space, lounge, restrooms, kitchen and executive suites. The 2<sup>nd</sup> floor is being developed into community event center and wedding venue. The twenty-foot ceiling with antiqued metal tiles against the backdrop of stain glass windows has created a great space for important events.



Costs: \$350,000

Self-performed work: 65%

HUB goal and actual percentage achieved: 25% goal/ 30% achievement

Final project gross square feet: campus 2 acres/ 5,800sqft conditioned

Notice to proceed/ Substantial completion dates: 10/19 - present

Project Manager: Benji Allen

Project Super.: Kyle Johnson

Electrical: CSI- James Caldwell

Mechanical: Polar Air- Joseph Bohnsack

Plumbing: CSI- James Caldwell

Owner: Chambers Creek Holdings: John Allen  
469.323.8951

Architect/Engineer: Aim Design: Samuel/Cade Turner  
214.566.4449/817.287.1194



Chopstick Express

105 Hwy 67, Venus, TX 76084

Converted former bank into Chinese express food. The project includes re-designing the exterior and interior. Adding all the necessary cooking equipment and services to accomplish the desired results. The design team created a family dining area and single user bar for quick meals. The space allowed for a great dining experience while maintaining an efficient place of operation. Grease traps, plumbing and signage were included in this scope as well as floor design, finishes and exterior elements such as parking, ADA access and landscaping.



Costs: \$337,000

Self-performed work: 30%

HUB goal and actual percentage achieved: 25% goal/ 40% achievement

Final project gross square feet: 1,650sqft

Notice to proceed/ Substantial completion dates: 1/20 - present

Project Manager: Benji Allen

Project Super.: Kyle Johnson

Electrical: CSI- James Caldwell

Mechanical: Polar Air- Joseph Bohnsack

Plumbing: Utopia Builders- James Robinson

Owner: David Chon  
972.765.7205Architect/Engineer: Aim Design: Samuel/Cade Turner  
214.566.4449/817.287.1194

Southern Methodist University: Football & Soccer facility  
6425 Boaz In. Dallas, TX 75202

Demolished 5,400sqft of athletic space and re-designed the areas complete with all finishes and turn-key construction. Project included, new shower and restroom areas for players and coaches. New locker amenities including lockers, vanities, hydration station, carpet, paint, tile, epoxy flooring, electrical, lighting, plumbing and stadium seating upholstery of 120 film room seats.



Costs: \$1.1 million

Self-performed work: 30%

HUB goal and actual percentage achieved: 20% goal/ 25% achievement

Final project gross square feet: 5,400sqft

Notice to proceed/ Substantial completion dates: 12/18 – 4/19

Project Manager: Benji Allen

Project Super.: Peyton Phelps

Electrical: CSI- James Caldwell

Mechanical: N/A

Plumbing: CSI- James Caldwell

Owner: Southern Methodist University: Kris Harris  
214.497.2552

Architect/Engineer: Aim Design: Samuel/Cade Turner  
214.566.4449/817.287.1194



City of Venus Police Station & Municipal bldg  
700 Hwy 67, Venus, TX 76084

Restored the historic Methodist church which includes repurposing the 1<sup>st</sup> floor into a contemporary office complex with offices, meeting space, lounge, restrooms, kitchen and executive suites. The 2<sup>nd</sup> floor is being developed into community event center and wedding venue. The twenty-foot ceiling with antiqued metal tiles against the backdrop of stain glass windows has created a great space for important events.



Costs: \$1.7 million

Self-performed work: 45%

HUB goal and actual percentage achieved: 25% goal/ 18% achievement

Final project gross square feet: 7,200sqft

Notice to proceed/ Substantial completion dates:

Project Manager: Benji Allen

Project Super.: Kyle Johnson

Electrical: CSI- James Caldwell

Mechanical: Polar Air- Joseph Bohnsack

Plumbing: CSI- James Caldwell

Owner: City of Venus: Mike Buse (city manager)  
972.837.0916

Architect/Engineer: Aim Design: John/Ruben Esparza  
469.323.8951



**3.4.1**

## Fiduciary responsibilities as CMAR with GMP contracts

As a business we implement every safe guard to protect the Owners interest with GMP contracts. We do so:

1. Establishing a very clear understanding of the project scope
2. Clarifying FFE
3. Generating a budget that accounts for all of the owners needs and the plausibility of accomplishing the tasks assigned to the project.
4. The project is reviewed and approved using the following tools for clarification:
  - a. Floor plans
  - b. Equipment and resource submittals
  - c. Selections and Finish schedule
  - d. Renderings of all areas of work to be done
  - e. Schedule of values worksheet

**(see attached document 3.4.1)**

## 3.4.2

## Cost estimation history

The projects listed as examples of our success were completed with ease and effectiveness.

SMU- provided us a scope of work they wanted done and the budget we had to work within. We were able to accomplish the job under their anticipated budget and saved them over a million dollars from what they originally had anticipated paying.

We were able to accomplish the saving for the owners because:

1. We researched heavily at the front end of the planning stages to find great pricing and products.
2. We are able to provide many of the services needed and wanted at a significantly reduced cost because we own much of the necessary operations such as the metal plant, wood factory, upholstery shop and design and engineering companies.

The Landmark event ctr.

Being a Historic facility; there were many unknowns as the facility was being renovated and restored. We did create an estimate for the project with a line item budget.

This project is in progress currently awaiting the next set of inspections. However, we are currently under budget as a whole.

### 3.4.3 GMP process documentation

Prior to establishing a mtg with the owners we will send a RFI list to begin preparations for an initial meeting to review the scope, schedule, selections, space usage, utilities and time frames.

Once we have the requested information returned; we will set a follow-up date with the owners to clarify and present some preliminary time frames and information.

We will accomplish the common goal of the owner and we, the contractor by implementing the said process for success:

1. Establishing a very clear understanding of the project scope
2. Clarifying FFE (**see attached document 3.4.3**)
3. Generating a budget that accounts for all of the owners needs and the plausibility of accomplishing the tasks assigned to the project.
4. The project is reviewed and approved using the following tools for clarification:
  - a. Floor plans
  - b. Equipment and resource submittals
  - c. Selections and Finish schedule
  - d. Renderings of all areas of work to be done
  - e. Schedule of values worksheet

### 3.5.1

#### Project scheduling plan

We realize the projects success is based highly on our ability to have a plan and execute the plan in a timely manner. This will save on resources consumed and time to complete the project. In addition to comprehensive planning we will implement all the following tools for success.

Development of the construction schedule will be utilized with three main resources.

1. Gantt chart  
Timeline tool which identifies starting, ending and duration of specific elements of the construction process.
2. Basecamp  
A cloud-based information system allows each critical participant to input and harvest information, forms, documents, drawings etc. necessary to complete the project. This resource will track deadlines and assign tasks as needed.

### 3. CPM

Critical Path can create a visualization of the projects elements and assign key labels for prioritization.

- ES—Early Start: Earliest time to start a predetermined activity, given that prior activities must be completed first.
- EF—Early Finish: Earliest finish time for the activity.
- LF—Late Finish: Latest time the activity must be completed without delaying the entire project.
- LS—Late Start: Latest start date that the activity must be started without delaying the project.

#### 3.5.2

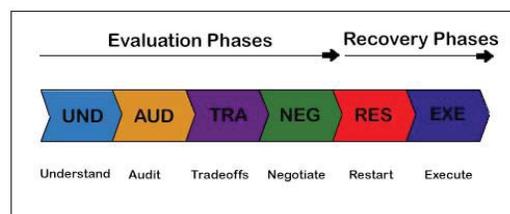
##### Timely completion methods

As important as it is to Vanderbilt and it's organization to have a project completed in an agreed upon date and a timely manner; so too do we at Champion strive to exceed client expectations and plan for the unplanned and make provisions in the project to accomplish the given deadlines.

Planning & Managing the project on a daily basis is imperative. Should we find ourselves behind in the proposed schedule we will self-initiate a Recovery plan that will include:

1. Review of project status with Project manager, superintendent and owners.
2. Re-establish a new baseline for completion.
3. Implement a Recovery plan
4. Begin acceleration of work to maintain the initial finish date.
  - a. Increase number of workers as necessary
  - b. Add additional help to assist trades in quicker completion
  - c. Re-evaluate CPM to regain lost time

The U.A.T.N.R.E. process is our go-to in re-aligning a project that gets delayed or off track in any area.



Example:

When designing for SMU the original tile selections had been made and scheduled. The owners had a coaching change just before the project began which included design differences. These changes impacted the project because the floor tile was backordered but not the wall tile.

In order to maintain a tight schedule, we set temporary tile on the floor for the schlutter to rest on and proceeded to install the wall tile. Had we waited for the floor tile to arrive before beginning the wall tile we would have been behind schedule significantly.

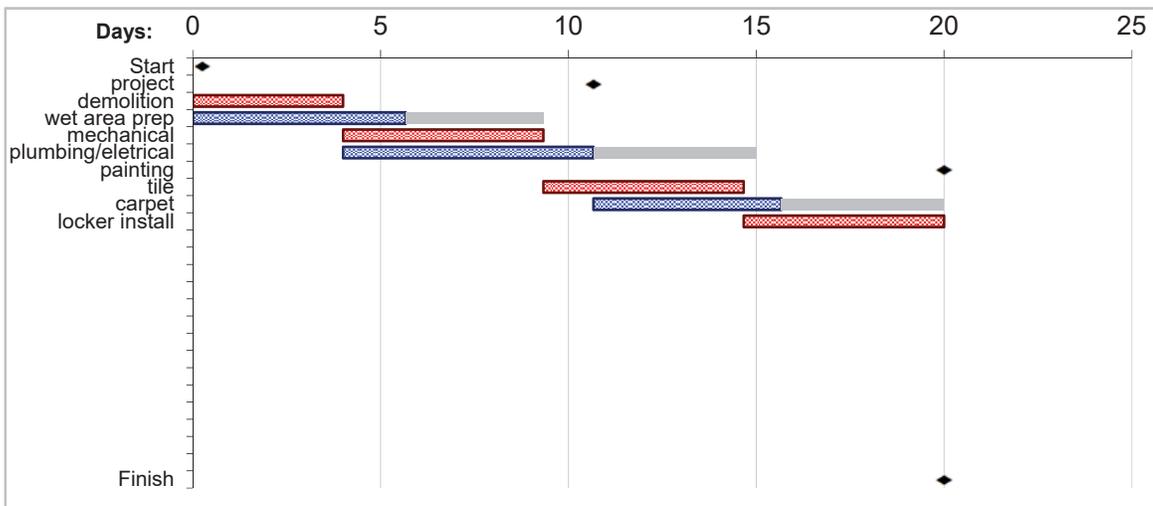
While the preferred order for tile install was not implemented; we were able to assess the anticipated delay and adjusted accordingly.

Surprises will occur; and how we plan and prepare minimizes those unknowns and allows time for adjusting.

3.5.3

Work Progress Chart sample (Gantt)

Attached is Gantt chart for phase one of an upcoming project with the LA Rams.



## 3.5.4

## CPM experiences

The SMU project (\$1.2 million dollar scope) experienced a head coach change after we begun the project. This change resulted in a re-emphasis on some areas of the contracted scope.

The change impact meant new finish selections, material availability, re-design approvals. Because of the change we adjusted our contract to include allowances and change orders.

Special arrangements were made with the school to allow our trades access to the space at unorthodox hours and days to minimize schedule conflicts and to keep the project on time and under budget.

We met with school regularly and used an excel communication document that tracked the areas of need/concern and the response/solution to the concerns. **(see attached Document 3.5.4)**

These meetings and the follow-up documentation provided an expeditions solution and clarified expectations with profitable communication. Construction projects consistently have set-backs and adjustments along the way. It is the nature of the business. We at Champion strive to minimize the need for adjustments by emphasizing communication, planning and attention to detail at the front end AND are prepared to accommodate any and all challenges and obstacles that we face during a project.

**(see attached Document 3.5.4)**

## 3.6.1

## Safety anticipation plan

Safety will keep a project moving or it will derail it in the most profound ways. While we do not have a record of critical safety incidents and carry a zero for reported accidents; we remain vigilant to keep our job sites safe and without incident.

Each person on a job site attends a safety mtg before starting work. This mtg reviews:

1. job site expectations (cleanliness, parking, eating and parameters of work)
2. personal safety (equipment and habits)
3. job safety (location of FE, eye wash station, first-aid kit)
4. reporting (who to communicate with in case of injury)
5. once an individual completes the safety mtg they receive a Safety sticker for their name badge.

Each person on the job will wear a safety badge that indicates they have participated in the safety mtg and they have permission to be on site.

3.6.2 Experience Modification Rate and insurance ratings (EMR)

2019	.81
2018	.78
2017	.79
2016	.82
2015	1.32

3.6.3 OSHA recordable incident rate (RIR)

2019	0
2018	0
2017	0
2016	1
2015	0

(see attached Document 3.6.3)

3.6.4 OSHA days away from work incident rate (DAFW)

2019	0
2018	40
2017	6
2016	0
2015	2

(see attached Document 3.6.4)

3.6.5 OSHA reports/citations

2019	0
2018	0
2017	0
2016	0
2015	0

(see attached Document 3.6.5)

## 3.6.6

## Champion Quality assurance program

Communication is key in every area of life and work. Quality assurance includes physical safety of the workers and those in proximity to a job site.

For the workers:

Daily Review of Progress allows all the trades to be on the same page as the overall project scope in order to remain on schedule. These Reviews also allow for communication among the trades and Project Sup to identify issues and resolve them quickly.

Wkly Toolbox Talk is a 30-minute mid-day safety time to remind trades of the importance of job site safety. Topics include:

- incident reporting
- ladder safety use
- power tool/power chord safety
- lifting & moving

For others:

- Clear signage explaining the dangers and limits access
- Barricades & cones that identify controlled access
- Daily tour of the facility by the job superintendent or foreman to identify areas of need and confirm signage, cones etc are in place for a safe work area.

## 3.7.1

## CMAR &amp; Ownership issues resolution plan

Currently we have not received very much information about the project, but we do understand that it involves significant renovation and the possibility of two small additions to the existing facility to create a really effective football and sports area.

As a potential candidate for CMAR we would begin with an initial conversation to discuss the project as well as walking the space will highlight critical areas of attention.

Fundamental challenges with any project includes:

- Site work (what space do we have to work with and what does the natural topography present to the changes of the project footprint) Engineering may need to be consulted.
- Electrical (what will the needs be? What is the current availability of power?)
- Water/Sewer (where do we have access from and how far will the runs be to accomplish a proper rate of rise & fall?)

- Fire suppression/Sprinklers (What are to needs and wants for a safe facility)
- Construction/Roofing (what implications exists for the specified space)
- Safety (what implications are there with fire suppression/sprinklers, first aid, building access)
- Temporary staging (what are the options for electricity, water, material receiving, parking, job trailer)

Once we have a full set of plans to review and time to meet with the owners so we can interpret their needs and vision for the space that is lost on blue prints and technical schematics; we will identify items or areas that need additional information.

Those RFI's will be issued promptly and resolved in writing and in face-to-face meetings so a solution can quickly be realized.

Once the details are received: we will create a rendering of specific areas that will provide the owners with a "real-life" view of their space that will erase any wonder or question so that we may be able to proceed with clear expectations and inside a specific budget.

Budgeting will begin once clarity is given for the scope and details of the project.

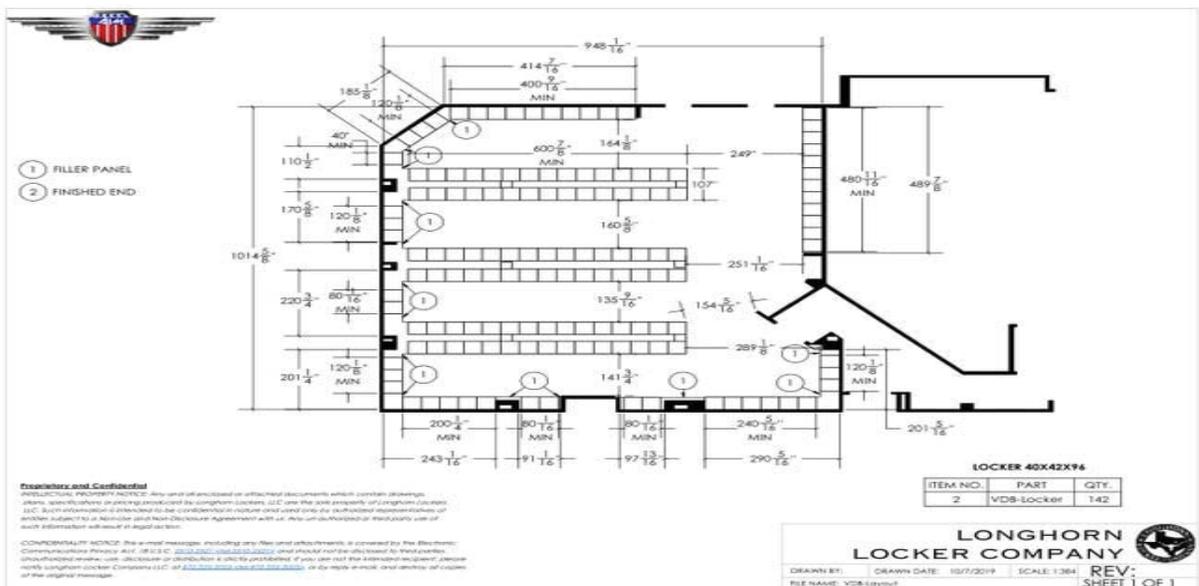
### 3.7.2

Procedures/Personnel responsible for project & coordination A/E & ownership  
Once all the questions have been answered and a full set of plans for the project have been reviewed the Trades Team will meet.

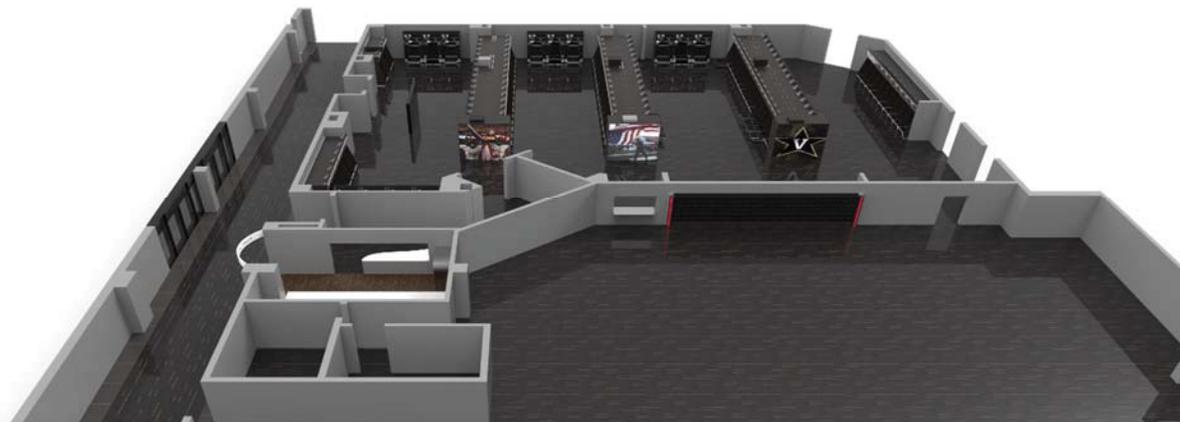
1. Clarify trade specific scope
2. Inquire of other trades concerns or needs
3. Establish a CPM for the project that allows all trades to speak too
4. Confirm costs
5. Present details & plans to A&E for confirmation we are clear on desired outcome

- 3.7.3 Champion experience with building modeling
- To provide the best product perspective and elevations we currently use:
- Solid works: 3-d modeling
  - AutoCAD
  - Render for image creation

**-AutoCAD Layout**



**-3-D Room Layout**



### -3-D Image Rendering



3.7.4 Successful constructability program for maintaining project budgets  
Project budgets are created in an excel system and managed in Quickbooks.

3.7.5 Bid/Proposal package strategy for construction docs with vendors and subs  
Having been in the industry for a minute; we have gathered a good index of subs, vendors and supply persons. We will secure the best folks for the job by:

1. Emailing the plans for review & budget
2. Schedule a Trades mtg to review the project and resolve any questions in advance
3. Set date for response, samples, submittals

3.7.6 Champion process for solicitation of key subcontractors  
Utilization of vendors and trades that have been effective in the past has proven to be a good measure of wisdom. Additionally, we typically shop 2-3 key trades in every area to verify that we are securing the best product or service at a competitive price.

There are job boards and networks that we have utilized in the past to extend our reach to other contractors in good reputation.

3.7.7 HUB participation plan  
We will implement a collaboration of tools to garner the best contractors for a project. Champion will self-perform a variety of the items on the project but will also solicit HUB individuals utilizing the Texas HSP checklist. Currently, a few of our regular and vetted subs are currently HUB certified.