

TIPS VENDOR AGREEMENT (JOC)

Between Mart, Inc. **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 changes 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 # xxxxxxx." 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 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. 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 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 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

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

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 INSTRUCTIONS

If you have not taken exception or deviation to the agreement language in the solicitation attributes, please insert your company name on the first page below. This PDF document is a fillable form. Download the document to your computer, fill in your company name at the top of Page 1, save the file, and upload to the AGREEMENT section of the "Response Attachments" tab. Next, download the AGREEMENT SIGNATURE FORM from the "Attachment" 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 to the AGREEMENT SIGNATURE FORM section of the "Response Attachments" tab.

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 to the AGREEMENT SIGNATURE FORM section of the "Response Attachments" tab, because this is a required document.

End of instructions

TIPS Vendor Agreement Signature Form

RFP 200201 Trades Labor and Materials (JOC)

Company Name Mart, Inc.

Address 1503 Perry Street

City Irving, State TX Zip 75060

Phone 972-721-1522 Fax 972-721-1660

Email of Authorized Representative Tim@martgc.com

Name of Authorized Representative Tim Proctor

Title Vice President

Signature of Authorized Representative 

Date 02/21/2020

TIPS Authorized Representative Name ~~John Stone~~ Meredith Barton

Title ~~Sales/Project Manager~~ Chief Operating Officer

TIPS Authorized Representative Signature  

Approved by ESC Region 8 

Date 4/28/2020

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

Mart Inc

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

Mart Inc Information

Address: 1503 Perry St
Irving, TX 75060
Phone: (972) 721-1522
Fax: (972) 721-1660

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

Tim Proctor

Signature

Submitted at 4/3/2020 12:06:43 PM

projects@martgc.com

Email

Requested Attachments

Vendor Agreement

TIPs Vendor Agreement.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

Tips 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

200201_Pricing_Form (5).xlsx

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 (1).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

200201_Xactimate_JOC_Pricing_Form (1).pdf

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

References

Reference_.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

Service and goods.pdf

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. It 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

Warranty Information.pdf

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

Supplementary

Mart Corporate Overview2019.pdf

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

No response

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

Mart, Inc with address - High Resolution.jpg

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

Certification By Corportate Offerer.pdf

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

SKM_C454e20022010500.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 Letter.pdf

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.

Response Attachments

Pages from Major Projects 2018-2019.pdf

Additional References

Qualification Narrative-2020.pdf

Qualifications and Experience

MART Certificate Of Insurance.pdf

Mart Insurance Copy

w-9.pdf

W-9

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?

No

4 States Served:

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

TX

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

For the last 42 years, Mart, Inc. has built an exceptional reputation serving the municipalities of North Texas. Having worked for well over 50 cities, we are well versed in the unique challenges of public agency. Besides General Contracting, Mart, Inc. operates a steel fabrication shop, We have the ability to self-perform many trades. We have the capability of Renovations, Ground up building, paving, painting, flooring, demo, and HVAC.

6 Primary Contact Name

Primary Contact Name

Vernon Proctor

7	Primary Contact Title Primary Contact Title <input type="text" value="President"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="Vernon.Proctor@martgc.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="972-721-1522"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="972-721-1660"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="972-880-2955"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="John Stone"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="Project Manager/Sales"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="john.stone@martgc.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="972-721-1522"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="972-721-1660"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="214-687-1431"/>
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Patty Hill"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="invoice@martgc.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="972-721-1522"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="John Stone"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="John.Stone@martgc.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="972-721-1522"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.martgc.com"/>
25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="75-15-77338"/>
26	Primary Address Primary Address <input type="text" value="1503 Perry Street"/>
27	Primary Address City Primary Address City <input type="text" value="Irving"/>

28

Primary Address State

Primary Address State (2 Digit Abbreviation)

Texas

29

Primary Address Zip

Primary Address Zip

75060

30

Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

General Contractor, GC, paving, Renovations,

31

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

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

32

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

33

Company Residence (City)

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

Irving

3
4**Company Residence (State)**

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

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
3**NON-COLLUSIVE BIDDING CERTIFICATE**

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
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
5**Filing of Form CIQ**

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

4
6

Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

4
7

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

4
8

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.

YES

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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.

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

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

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

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Indemnification

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

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

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Remedies

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

Do you agree to these terms?

Yes, I Agree

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Remedies Explanation of No Answer

No response

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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. 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?

Yes

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9**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?

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0**Alternative Dispute Resolution Explanation of No Answer**7
1**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?

7
2**Infringement(s) Explanation of No Answer**7
3**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?

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4**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.

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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?

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 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

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

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

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Texas Government Code 2270 Verification Form

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)

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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

8
4**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

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5**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.

8
6**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.

8
7***Attribute deleted as part of an Addendum***8
8**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.

8
9**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.

9
0**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. 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.

9
1**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

9
2**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.

9
3**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

9
4**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.

REFERENCES

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

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

You may provide more than three (3) references.

[illegible]



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www.martgc.com

MAJOR PROJECTS - 2016 - 2019

(Educational Projects in Blue, City Projects in Red and other Projects in Black)

Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
Dallas County Community College District Mt. View IT Closet	Installation of IDF Racks, Wire Management, Overhead Pathways and sporting hardware info. Transport Technologies	Mt. View College 4848 W Illinois Dallas, TX 75211	Dallas County Community College District 1601 S. Lamar Street Suite 1500 Dallas, TX 75215 214-378-1500	Omniplan Architects 1845 Woodall Rodgers Freeway, Suite 1500 Dallas, TX 75201 Aaron Farmer afarmer@omniplan.com	\$6,774,000.00	0%		Linda Adesanya	10%
Huckabay ISD Addition	Erect Pre Engineered Metal Building	200 Co Rd 421 Stephenville, TX 76401	Huckabay ISD 200 CO RD 421 Stephenville, TX 76401 Troy Roberts	Gallagher Construction 3501 Token Dr Suite 100 Richardson, TX 75082 972-633-0564 Jeff Fisher	\$824,000.00	3%	1/1/20	Vernon Proctor	10%
TxDot Arlington Airport Fencing	Aviation Construction work consists of the removal and replacement of the Airport's perimeter fence	5000 South Collins Street Arlington, TX 76018	TxDOT 125 East 11th Street Austin, TX 78701 Steve Hartp	Arlington Municipal Airport 5000 South Collins Street Suite 100 Arlington, TX 903-638-5386 Heather	\$1,009,334.13	5%	1/6/19	Tom Neely	10%
Richardson Skyview Elementary School Addition	Building Addition to Skyview Elementary	9479 Whitehurst Drive Dallas, Tx 75243	Richardson ISD 1123 S Greenville Ave Richardson, TX 75081	Richardson ISD 1123 S Greenville Ave Richardson, TX 75081 Dusty Nugent 469-593-0062	\$2,670,000.00	2%	1/1/19	Tom Neely	10%



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Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
Dallas County Community College District Richland College IT Upgrades	Remodel of IT equipment rooms, general Construction, data center & power upgrades, HVAC system upgrades	12800 Abrams Rd Dallas, TX 75243	Dallas County Community College District 4343 IH 30 Mesquite, TX 75150 972-860-7742	Omniplan Architects 1845 Woodall Rodgers Freeway, Suite 1500 Dallas, TX 75201 Aaron Farmer afarmer@omniplan.com 214-826-7080	\$4,199,717.00	2%	11/14/19	Linda Adesanya	15%
JOC Arlington ISD Peach Elementary School Retaining Wall Upgrades	Remove 6 trees for replanting, Excavate for Retaining Wall, Build segmented wall and install drain Backfill, and replant trees	2020 Baird Farm Road, Arlington, TX 76006	Arlington ISD 1203 W. Pioneer Pkwy Arlington, TX 76013	Arlington ISD 1203 W. Pioneer Pkwy Arlington, TX 76013 Kelly Horn 817-223-1891	\$275,000.00	35%	8/18/18	Tom Neely	15%
L-3 Building 108 SIL 153 Renovations	Renovations performed on Building 108	Greenville, TX	L3 Communications 10001 Jack Finney, Greenville, Texas James Campbell	L3 Communications 10001 Jack Finney, Greenville, Texas Ryan Coffey-	\$995,311.03	100%	5/15/19	Vernon Proctor	15%
Richardson ISD Transportation Annex	Construction and addition to the Transportation Annex	205 E Buckingham Rd. Richardson, TX 75081	Richardson ISD 1123 S Greenville Ave Richardson, TX 75081 Richardson, TX 75081	Richardson ISD 1123 S Greenville Ave Richardson, TX 75081 William Goff, 469-593-0047	\$796,000.00	98%	7/12/19	Vernon Proctor	10%



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MAJOR PROJECTS - 2016 - 2019

(Educational Projects in Blue, City Projects in Red and other Projects in Black)

Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
Rockwall ISD Parking Lot	Construction of a New Parking Lot	901 W Yellow Jacket Ln Rockwall, TX 75087	Rockwall ISD 1050 Williams Street Rockwall, TX 75087	Rockwall ISD 1050 Williams Street Rockwall, TX 75087 Tim Lyssy	\$491,000.00	100%	7/10/19	Vernon Proctor	10%
Dallas County Community College District RC Fannin Hall Renovation	Remodel Fannin Hall Bathrooms, doors, lighting, Stage lighting	Campus Building, P, Room #141 12800 Abrams Road Dallas, TX 75243	DCCCD District Service Center, West Building 4343 IH-30 Mesquite, TX 75150	DCCCD District Service Center, West Building 4343 IH-30 Mesquite, TX 75150 Jean Owens 972-860-7742	\$1,284,000.00	97%	6/18/19	Linda Adesanya	10%
Maypearl ISD Gym Repairs	Intermediate School Gym Roof Truss and Exterior Masonry Repairs	Maypearl ISD 400 Panther Lane Maypearl, TX 76064	Maypearl ISD 309 Main Street Maypearl, TX 76064	Gallagher Construction 3501 Token Dr Suite 100 Richardson, TX 75082 972-633-0564 Bobby Phillips	\$261,866.00	100%	5/25/19	Vernon Proctor	10%
Argyle ISD 2019 Support Services Paving	Paving Improvements, Landscaping, Electrical	153 Cook Street Argyle, TX 76226	Argyle ISD 800 Eagle Drive Argyle, TX 76226	Argyle ISD 800 Eagle Drive Argyle, TX 76226 Tommy Ledford 940-4647241	\$442,150.00	100%	4/26/19	Linda Adesanya	10%



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MAJOR PROJECTS - 2016 - 2019

(Educational Projects in Blue, City Projects in Red and other Projects in Black)

Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
Mansfield ISD Multi Campus Elementary Renovations	Renovations to Willie Brown, DP Morris, Imogene Gideon, And Ken Davis Elementary Schools	Several Locations at Mansfield, Tx	Mansfield ISD 605 E Broad Street, Building 300 Mansfield, TX 76063	Mansfield ISD 203 Hillcrest St. Suite 111 Mansfield, TX 76063 Gary Walker 817-299-6390	\$820,500.00	89%	5/1/19	Linda Adesanya	10%
Rockwall ISD Digital Marquee	Replacement of 5 Digital Marquee Signs	Several Locations Rockwall, Heath Texas	Rockwall ISD 1050 Williams Street Rockwall, TX 75087	Rockwall ISD 1050 Williams Street Rockwall, TX 75087 Will Salle 469-698-7031	\$389,057.00	100%	5/27/19	Vernon Proctor	10%
North Texas Municipal Water District	Construction of A Fleet Canopy parking lot and New Building	3020 Orr Road Allen, TX 75002	NTMWD 501 E Brown St Wylie, TX 75098	NTMWD 501 E Brown St Wylie, TX 75098 Matthew Marsh 469-626-4725	\$4,875,000.00	5%	7/25/19	Tom Neely	10%
Aubry ISD Agricultural Science Facility	Construction of New Agriculture Barn, Fencing, and Stalls	415 Tisdell Lane Aubrey, TX 76227	Aubrey ISD 415 Tisdell Lane Aubrey, TX 76227	Command Builders Corp 419 Surveyors Road Krugerville, TX 76227 Jobie Denton 817-925-1292	\$1,511,986.00	95%	7/4/19	Vernon Proctor	15%



1503 Perry St - Irving, Texas - 75060
972-721-1522 (Ofc) - 972-721-1660 (fax)
www.martgc.com

MAJOR PROJECTS - 2016 - 2019

(Educational Projects in Blue, City Projects in Red and other Projects in Black)

Name of Project	Construction Description	Location	Owner POC & Phone	A/E or Construction Manager POC & Phone	Contract Amount	Percent Complete	Start Date	PM/Super	Complete by own forces
L-3 Bldg 606 Anchonics	Building 606 Anechoic Chamber Floor Leveling	10001 Jack Finney Blvd Greenville, TX 75402	10001 Jack Finney Blvd Greenville, TX 75402	L-3 Communications 10001 Jack Finney Blvd Greenville, TX 75403 James Campbell	\$259,175.00	100%	4/2/19	Vernon Proctor	10%
TCCD Southeast Campus Exterior Access	Door & Door Hardware Replacement	Arlington, Texas	TCCD 1500 Houston St, Ft Worth, Tx 76102 - Jorge Espinosa, 817-515-1508, jorge.espinosa@tccd.edu	Tarrant County College District PM - Jade Ansley sara.ansley@tccd.edu 817.515.6085	\$1,078,000.00	100%	3/4/19	Joseph Solis/	10%
Garland ISD BP	Austin and Houston MS Renovations	Garland, Tx	Garland ISD 701 N. First St., Garland, Texas 75040, Gene Flaherty, GLFlaher@garlandisd.net 972.494.8201	CM - Jacobs, 409 N First, St, Garland, Tx, Terrance O'Brien, terrance.o'brien@jacobs.com, 972.487.6801 (o)	\$1,549,000.00	100%	11/28/18	Tom Neeley/David Walsh	10%
BURLESON OLD TOWN PARKING	Parking Lot Replacement	Burleson, Texas	West Renfro, Burleson, Texas Lance Barton, lbarton@burlesontx.com, 817.426.9621 (o), 817.426.9363 (f), 682.352.6991 (m)	Dunaway and Associates, 550 Bailey Ave, Ft Worth, Texas 76107, HBrauer@dunawayassociates.com, 817.335.1121	\$1,040,986.23	100%	10/15/18	Tom Neeley/Tom Letwinch	100%

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Mart, Inc.
(Name of Corporation)

Linda Proctor certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Tim Proctor
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Vice President
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

Linda Proctor
SIGNATURE

2-18-20
DATE

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.

Mart, Inc.

Name of company

Tim Proctor, President

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

1503 Perry Street

Irving

TX

75060

972-721-1522

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 INFORMATION 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 04/28/2020



February 19, 2020

Re: Mart, Inc.

To Whom It May Concern:

It has been a privilege for IBTX Risk Services to be the surety agent for Mart, Inc. since 2010. Their current surety company is Hanover Insurance Company. Hanover Insurance Company is on the U.S. Treasury Department's Listing of Certified Sureties [Department Circular 570] and is rated A XV by A.M. Best Company.

Hanover Insurance Company has provided for a \$8,000,000 single project/ \$25,000,000 aggregate program for Mart, Inc. As always, Hanover Insurance Company reserves the right to perform underwriting at the time of any bond request including, without limitation, prior review and approval of relevant contract documents, bond forms and project financing.

Any arrangement for bonds required by the contract is a matter between Mart, Inc. and Hanover Insurance Company. We assume no liability to you or third parties if for any reason we cannot execute the bonds. We do recommend this client.

Sincerely,

A handwritten signature in cursive script, appearing to read "Betty J. Reeh".

Betty J. Reeh
Attorney-in-Fact, Hanover Insurance Company
breeh@ib-tx.com

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

2-18-20
DATE



February 19, 2020

Re: Mart, Inc.

To Whom It May Concern:

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Any arrangement for bonds required by the contract is a matter between Mart, Inc. and Hanover Insurance Company. We assume no liability to you or third parties if for any reason we cannot execute the bonds. We do recommend this client.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Betty J. Reeh'.

Betty J. Reeh
Attorney-in-Fact, Hanover Insurance Company
breeh@ib-tx.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/25/2019

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

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

PRODUCER IBTX Risk Services 10101 Reunion Place Suite 100 San Antonio TX 78216		CONTACT NAME: Daphne Watkins PHONE (A/C, No, Ext): 214-989-7100 E-MAIL ADDRESS: service@ib-tx.com FAX (A/C, No): 214-596-9030	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Continental Casualty Company	
		INSURER B: Transportation Insurance Company	
		INSURER C: Illinois Union Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 438217726

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			C 5083185647	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5083185664	4/1/2019	4/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			C 5083185650	4/1/2019	4/1/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC 4 33003599	4/1/2019	4/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution			CPY G24890727 008	4/1/2019	4/1/2020	Per Pollution Condit Aggregate 1,000,000 2,000,000

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

The General Liability and Automobile policies include a blanket additional insured endorsement [CNA75079XX 10/16 and CNA63359XX 04/12] as required in a written contract. The General Liability, Automobile, Workers' Compensation policies includes a blanket waiver of subrogation endorsement [CNA75008XX 10/16, CNA63359XX 04/12, WC420304B] as required in a written contract. Primary and Non-Contributory wording per endorsement [CNA75079XX 10/16 and CNA63359XX 04/12]. Umbrella policy follows form of underlying. Cancellation see attached endorsements [CNA72315XX 02/13 & WC00044 7/90]

CERTIFICATE HOLDER

CANCELLATION

For Bidding Purposes

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

AUTHORIZED REPRESENTATIVE

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**Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this **coverage part** provides such coverage.
- II. **But if the written contract requires:**
- A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law;
- then paragraph I. above is deleted in its entirety and replaced by the following:
- WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage**, or **personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**;for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.



CNA PARAMOUNT

**Waiver of Transfer of Rights of Recovery Against
Others to the Insurer Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

It is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To The Insurer** is amended by the addition of the following:

Solely with respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** done under a contract with that person or organization and included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

40020004750831856473447



CNA75008XX (1-15)

Page 1 of 1

The Continental Insurance Co.

Insured Name: MART, INC.

Policy No: 5083185647

Endorsement No:

Effective Date: 4/1/19



- b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. **Transfer Of Rights Of Recovery Against Others To Us**

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. **Other Insurance**

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



Workers Compensation And Employers Liability Insurance Policy Endorsement

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

- ☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement Expiration Date: 4/1/20

Endorsement No: Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 333 S Wabash Ave, Chicago, IL
60604

Policy No: 4033003599

Policy Effective Date: 4/1/19

Policy Page:

NOTICE OF CANCELLATION OR MATERIAL CHANGE – DESIGNATED PERSON OR ORGANIZATION

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

In the event of cancellation or material change that reduces or restricts the insurance provided by this Coverage Form, we agree to send prior notice of cancellation or material change to the person or organization scheduled below at the address scheduled below. This endorsement does not amend our obligation to notify the Named Insured of cancellation as described in the Common Policy Conditions or in another endorsement attached to this policy.

SCHEDULE

1. Number of days advance notice:

30 Days if we cancel for non-payment of premium.

30 Days if the policy is cancelled for any other reason, or if coverage is restricted or reduced by endorsement.

2. Person or Organization's Name and Address

Name:	"PER SCHEUDLE ON FILE"
Attention:	
Street Address:	
City, State, ZIP:	
e-mail address:	

All other terms and conditions of the Policy remain unchanged.

30020005250884647520973





Workers Compensation And Employers Liability Insurance Policy Endorsement

NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity and other changes provided for in the applicable experience rating plan manual.

You must report any change in ownership to us in writing within 90 days of such change. Failure to report such changes within this period may result in revision of the experience rating modification factor used to determine your premium.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 04 14 (07-1990)

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: WC 4 33003599

Policy Effective Date: 4/1/19

Endorsement No: 4; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 333 S Wabash Ave, Chicago, IL
60604

Warranty Information

Although Mart is proud of the fact that we have very few warranty claims, we understand that they are inescapable. Because we value long term relationship over short term profits, we make sure that all warranty work either through subcontractors, or Mart, Inc., is done in a timely manner and all work is completed to the full satisfaction of the client.

All work either from Mart, Inc., or subcontractors is warranted for one year from the date of substantial Completion.

What is Covered:

MART, Inc. agrees to repair or replace any or all of the work, which may prove to be defective in workmanship on materials, together with any adjacent work, which requires repair or replacement because of our defective work or material.

What is Not Covered:

Warranty does not include normal wear and tear, or repair and replacement of materials, which have been abused, neglected or not maintained in accordance with the manufactures recommended maintenance procedures and schedules.

Excluded from this warranty are materials and workmanship covered by warranties by others. These would be covered under manufactures or subcontractors.

Service and goods

Mart, Inc., is a General Contracting company with licensed HVAC. We also operate a steel fabrication shop with certified welders. We have the ability to self-perform many trades.

Please see list of a few of our references as to the ability of Mart, Inc. to perform renovations, ground up builds, paving, Manufactured buildings, finishing, and several other services that we have the experience to do as well as the knowledge.



1503 Perry St - Irving, Texas - 75060
972-721-1522 (Ofc) - 972-721-1660 (Fax)
www.martgc.com



Corporate Overview/Qualifications for Construction Project Management

Presented for your Consideration

Corporate Overview



Northwest Park Recreation Center
Irving, Texas

CORPORATE INFORMATION & ORANIZATION

Name of Firm: Mart, Inc.
Address: 1503 Perry Street
Irving, Texas 75060
Phone: 972-721-1522
Fax: 972-554-0240
www.martgc.com
Form of Business: Corporation
Year Founded 1977
Primary Contact: Vernon Proctor, President
vproctor@martgc.com

ORGANIZATION

Mart, Inc. is a corporation in Dallas County, Texas, providing General Construction, Construction Management, and Design Build services. Since being founded over four decades ago, Mart strives for excellence in every project. Our goal is to exceed the expectation of our customers by completing projects on time, controlling costs, and managing paper work with professionalism.

Mart, Inc. has performed Construction Management on projects up to \$6,500,000. Mart has performed construction for most of the cities, colleges, and school districts in the DFW Metroplex. We specialize in Renovations, Additions, Ground up and Job Order Contract projects.

Included in this qualification package you will find Mart's "Concepts for Working as a Construction Project Manager" which details our Best Practices for managing a project from inception to completion. Also included is the "Mart, Inc. Construction Team" listing some of our personnel, years experience, and educational background.

BONDING INFORMATION

Suretec Insurance Company
IBTX Risk Services
6363 N Hwy 161 Suite 100
Irving, TX 75038
(214)989-7100
(214)596-9030 **Fax**

METHODOLOGY

We at Mart Inc. are dedicated to providing the most pleasant experience possible from the moment we begin your project to the time the "ribbon is cut". We have an outstanding resume of satisfied customers, references that will put your mind at ease, a



Eagle Unlimited
Grapevine, Texas
New Construction



Irving ISD Athletic Fields (Numerous Projects)
New Constructions



professional staff of employees who genuinely care about your project and awards for safety and project excellence.

Mart, Inc. has an understanding of issues related to noise control, dust control, parking, etc. We work with our clients to avoid all unnecessary interruptions. We seek the best interest of our customers. While our work hours are typically 7:00 a.m. to 5:00 p.m., we adjust our schedule to fit the clients' needs, frequently performing work outside of office hours.

Mart has personnel who have attended the Texas Accessibility Standards Academy and remain up-to-date on compliance and regulations.

FINANCIALS

Mart has been in business since April, 1977. Our financials are available upon written request.

CORPORATE LICENSING

- ☐ General Contractor in the State of Texas
- ☐ Member Quoin, Dallas Branch of Association of General Contractors
- ☐ Heating and Air Conditioning State License
#TACLA002506C

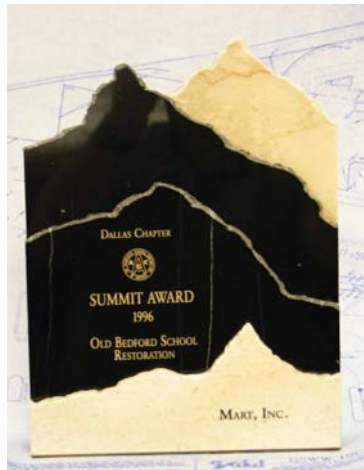
UNDERSTANDING OF NEEDS ASSESSMENT

Mart, Inc. has extensive experience providing construction and construction management at educational facilities. The following are a few of the concepts that will be utilized to insure a successful project.

- ☐ All construction personnel are drug tested and will be required to wear identification badges.
- ☐ All construction personnel will conduct themselves appropriately – no tobacco, offensive language, inappropriate clothing, etc.
- ☐ Sensitivity to noise levels and other construction activities which would disrupt events. We will schedule these construction activities outside of the owner's operating hours.
- ☐ Two week look ahead schedules will be given to the owner each week in order to apprise them of upcoming construction activities.
- ☐ Historically underutilized businesses and minority businesses will be pursued to provide diversity.
- ☐ OSHA safety standards strictly enforced.
- ☐ Texas Accessibility Standards will be adhered to.



Old Bedford School
Bedford, Texas



Summit Award presented to Mart, Inc.
for Old Bedford School Restoration.



AWARDS

In 1991, arsonists burned the Old Bedford School. In 1993, Mart, Inc. was awarded the contract to restore the building to its original, 1915 state.

The original appearance included tin ceilings, cypress doors with transoms, pine flooring, and blackened plaster chalkboards. Mart, Inc. stepped up to the plate to meet the challenge and by 1996, the building was fully restored. Today the Old Bedford school serves as an educational and cultural community center.

The Summit Award presented to Mart, Inc. in 1996 for the Old Bedford School Restoration.

With an increased emphasis on safety, Mart has earned Safety awards for both 1997 and 1998 from the Associated General Contractors of America. We are proud of these awards and will continue to encourage safety on every job we do.

In 2009 we were nationally recognized by the U.S. Chamber of Commerce as a Blue Ribbon Award Recipient. This award is given annually to only the 56 Best Small Businesses in America, and confirms Mart's dedication to quality work, our commitment to Owners and Subcontractors, and our timely completion of projects on time and under budget.

In 2011, Mart was recognized by Uplift education for it's community service by donated the labor to build a new playground for it's Williams Preparatory Campus. We were also recognized in 2012 by the Birdville ISD for donating labor and materials needed to complete landscape improvements for the elementary school.

SAFETY

Mart has a safety philosophy is built upon the notion that everyone needs to be on the same page for a safety program to work. We've taken that team approach to a new level by partnering with ESC Safety Consultants and becoming part of a Strategic Safety Partnership moving away from traditional enforcement methods and embracing collaborative agreements.

Through this partnership we both agree to work cooperatively to address critical safety and health issues. We are implementing comprehensive safety measures including but not limited to:

- Site inspections and audits done by our ESC Consultant
- Safety training (OSHA 10 and 30 for new employees)
Improving worker Safety knowledge
- Accident Investigations
- Job Safety Analysis

Concepts of working as a Mart Construction Project Manager



Slay Memorial Funeral Center
Aubrey, Texas
New Construction



Irving High School

Mart, Inc. Projects:

- Athletic Field Improvements
- Library Partitions, Countertops, Painting
- G Annex Remodel
- Sound Attenuation
- ROTC Metal Building
- Data Cabling



Timmaron

- New Construction
- Tenant Finish-Out

QUALITY CONTROL

CONCEPTS OF WORKING AS A MART CONSTRUCTION PROJECT MANAGER

Project Management

Mart, Inc. emphasizes a true team approach to planning, design, and construction. We consider the architect and owner to be vital team members, forming the core team for the project.

Mart, Inc. will provide overall project management, including:

- ☐ Cost Control & Estimating
- ☐ Project Schedule Control
- ☐ Bid Package Procurement
- ☐ Quality Control
- ☐ Construction Management
- ☐ Subcontractor Management

Cost Control & Estimating

Mart, Inc. will call upon our experience in design and construction to supply this project with an extensive database of current construction cost information. We will utilize a variety of data in preparing initial project budget and later in developing statements of probable construction cost. Some of the data we use includes:

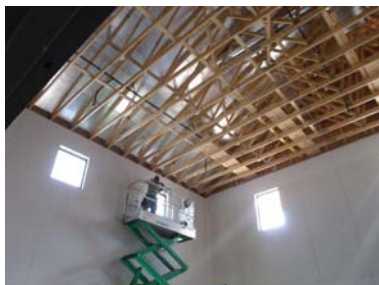
- ☐ Updated historical cost data from previous projects
- ☐ Construction cost data obtained from national firms such as R.S. Means
- ☐ Construction cost information obtained from local subcontractors.
- ☐ Construction cost data from current project

This cost database, used to develop our cost models and line item estimates, is based on local market conditions and construction practices.

A preliminary cost model will be established at the beginning of the project based on current historical data for each building component at each site i.e. site work, foundations, exterior enclosure, etc.

As planning and design phases proceed, the cost model will be updated to more closely represent the actual conditions and provide comparative cost information for concept alternatives. Once a concept direction has been established, a detailed line item estimate will be prepared utilizing information provided by local subcontractors. An escalation factor will also be added to provide a final conceptual construction cost estimate.

During each phase of work, we develop "Statements of Probable Construction Cost" (SPCC). As design work progresses, the SPCC become more refined. During the Design Development and Construction Documents phase of work the SPCC are based upon actual calculated quantities of materials and the



Christ Foundry Church
Dallas, Texas
New Construction

associated unit prices.

Project Schedule Control

Schedule control is a key aspect of a project's success. Our experience has shown there is a direct relationship between keeping a project on schedule and the final, overall project cost. For this reason, our approach continually stresses the importance of schedule control to all employees.

Our overall philosophy on schedule control is to develop with the project team a tight but achievable schedule and to aggressively monitor the schedule throughout the life of the project. This schedule includes the design phase as well as construction phase of the project

There are several levels of control that are important in our approach. The first of these is a computerized reporting system. This system provides the Project Manager with a weekly report that indicates how well the project is performing relative to our own budget and goals. This report is a useful general indicator of the project's progress.

More important is our development of a project task plan. We do this by:

- ❑ Identifying in detail the tasks to be accomplished
- ❑ Combining tasks with calendar days and man days per week for each task to form a work plan
- ❑ Balancing this plan in light of the client's needs, manpower availability, holidays, vacations, team size and team capabilities.

The plan identifies for both the design team and the client all of the major decision-making milestones. These are the key points along the way when alternatives will be developed, reviewed, modified, evaluated and when final decisions will be required.

This approach successfully allows the client's Project Representative to readily understand the times the staff and decision-makers will be involved, their expected level of participation, the kind of information they will have to provide, and the time-frame in which they must arrive at specific decisions.

Subcontractor Management

The objective of our business is to exceed the expectations of our customers by completing projects ahead of schedule, controlling costs and managing the administrative responsibilities with professionalism and responsiveness. We require the same from each subcontractor we partner with.

Selection of experienced, professional subcontractors insures the project will meet both the time constraints and quality



Plano Animal Shelter
Plano, Texas
New Addition

goals. During the initial selection process, we will review the three lowest responsive bids. We then contact the subcontractors, request six references and copies of their insurance. After contacting the references, we determine the best subcontractor for the project based on the following criteria:

- ☐ Capability to meet Client's needs
- ☐ Past experience with subcontractor
- ☐ Responses from references
- ☐ Bid price
- ☐ Ability to meet insurance requirements

Once the selection is made, an evaluation sheet of proposed subcontractors will be provided for the client's review and approval. Experience has demonstrated the value of taking time on the front end of the project to properly evaluate subcontractors.

After contracts are issued, a preconstruction meeting is set. During this important meeting, the following 'Best Practices' are established:

- ☐ Chain of authority
- ☐ Construction schedule, sequencing, and milestones
- ☐ Establish goal of 'zero punch list'
- ☐ Safety practices
- ☐ Review and posting of all emergency phone numbers
- ☐ Regular subcontractor meetings
- ☐ Site logistics: parking, storage, temporary facilities

During the construction phase, the superintendent maintains daily reports, which include information on each subcontractor's performance. Information gathered includes number of workers, work accomplished, any issues, deliveries, etc. Regular subcontractor meetings and safety meetings are held to review schedule, deliveries, RFI's, change orders, and status of as-builts and close-out documents.

PROJECT REPORTING

Every step of the project will be documented. Meeting minutes will be recorded by MART, Inc. The minutes will include topics discussed. Any open topics will be assigned to the appropriate person with the anticipated date of completion of the topic. These items are moved to old business to be discussed at the next meeting. Meeting minutes are distributed to all in attendance for approval.

Requests for Information (RFI's), any proposed change requests, Contingency Expenditures, and two week Look Ahead Schedules are reviewed at each meeting. All reports are computer generated on industry acceptable forms.

During the construction phase of the project, Daily Reports are kept by the project Superintendent. Additionally, digital photos are taken throughout the project and distributed on CD.

References



Before



After



Christ's Church
Irving, Texas
Conversion of an auto dealership to a church

MART, INC. REFERENCES

Fort Worth Transportation Authority

1600 E. Lancaster
Avenue Ft. Worth,
TX 76102

Bill Wagner (817)939-5334 Bill is no longer at The T but is available for reference.

Replace flooring and repaint interior of HRP and ITC Complex \$836,137.47 Add Gates at Platforms at TRE \$206,281, Parking lots, bus stops and canopies.

Wylie ISD

200 Pirate Drive

Wylie, Texas 75098

Office: 972-429-2351 Cell: 469-332-7190

Contact: Nathan Watson

Nathan.Watson@wylieisd.net

Description: Numerous JOC projects, PEMB roof and panel replacements. Cox ES Library Renovations.

City of Richardson

411 W. Arapaho Rd.

Richardson, TX 75080

Office 972-744-4273

Contact: Jim Dulac

Jim.Dulac@cor.gov

Description: Richardson Pools Renovations Several Locations, Entrance replacements at several locations.

Arlington ISD

1201 Colorado Lane

Arlington, Texas 76015

Wm. Kelly Horn

Exec. Dir. of Plant Services

(682) 867-7615 Office

whorn@aisd.net

Description: Kitchen renovations, bleacher repairs, backstop netting



Nimitz High School Athletic Complex renovations

Dallas County Community College District

4343 North Highway 67

Mesquite,

Texas 75150

Jean Owens jowens@dcccd.edu

(972)860-7742

Description of Project: Numerous ADA Upgrades, Job Order Contract Projects, *Numerous Renovations at all campuses, Brookhaven Parking Lots* Construction Costs—up to 1M+

Irving Independent School District

3620 Valley View Lane Irving, TX 75062

Contact: Beverly Fornof (Corgan Architects)

Beverly.fornof@corgan.com

(214) 757-1796

Description of Projects: Numerous additions and renovations of all schools in the Irving ISD. Largest project was \$6.5M Construction Manager for Athletic Field Improvements in 2003. CM@Risk for Security Systems Installation at all schools within the school district (\$3+M). Kitchen remodels, water fountain replacements, hand sink installations, dishwasher replacements are examples of only a few kitchen related projects.

Security Systems Installation

Final Construction Cost \$3,529,927.35

City of Dallas

Parks and Recreation

1500 Marilla

Dallas, Texas

75201 Contact:

Trent Williams

214-670-1807

Trent.williams@dallascityhall.com

Description of Projects: Bond Forfeiture project to complete renovations to the Cummins Recreation Center. Pleasant Oaks Recreation Center renovations.

Project Cost—1.7M and 1.8M



Coppel Fire Department
Coppel, Texas
New Construction

The Mart Construction Team Resumes

Vernon Proctor

President



Mart, Inc.
President 4/1/77-Present

Education:

University of Texas at Arlington
B.S. in Civil Engineering—1966

Vernon Proctor founded Mart, Inc. in April 1977. In addition to his duties as President, he also supervises and schedules many of Mart's projects.

Mr. Proctor has over 52 years of experience in the construction industry and maintains his mechanical license in the State of Texas.

Organizations:

Member Quoin of Dallas (Association of General Contractors)
TEXO

1984-1986

“Irving Zoning Board of Adjustment”

1986-1993 (Chairman 1989-1993)

“Planning and Zoning Boards”

1991-1997 (Chairman 1995-1997)

“Irving Preservation Board”

2009-2012 (Board Member)

“Texas Workforce Commission”

1991-Present (Chairman 2001-2003)

“Irving Community Development Board”

Recent Projects directly Managed:

L3 Communications—Multiple projects. Sanitary Sewer Replacement project

Wylie ISD—Multiple projects

Irving ISD Stadiums—\$6.7 Million dollar project

Irving ISD Security Systems Initiative—\$3.5 Million dollar project

Tom Bean ISD Stadiums—1.4 Million dollar project

Fred Kennedy

Chief Estimator



MART, Inc.
2015 - Present

Education:
Construction Management and
Technology
Richland College, Dallas Texas
Business Administration
University of Arkansas
Fayetteville, Arkansas
Richardson High School
Richardson, Texas

References:

Fred has over 45 years experience in commercial construction. He has extensive experience as an estimator with great strengths in project takeoffs and accuracy. His past experience has been with many top Construction firms including:

2014-2015 **Hellas Construction Co. , Austin, Tx**
Estimator. Estimated projects for a national sports field contractor which specialized in synthetic turf and synthetic running tracks for high schools and colleges across the country. Responsible for pricing, takeoff, sub solicitation and bid Submittal

2006-2014 **Journeyman Construction Co., Austin, Tx**
Senior Estimator. I performed all estimating functions for a medium size general contractor involving projects throughout the state of Texas, ranging in size from \$1-\$25 mil. The projects included schools, stadiums, military facilities libraries , parks, medical clinics, hotels, and apartments.

2000-2006 **Landmark Organization, Austin, Tx**
Chief Estimator. Estimated all projects for a medium size general contractor ranging in size to \$50 million. The projects being evenly mixed between hard bid and conceptual estimates, and included prisons, schools, shopping centers, hotels and office buildings.

1995-2000 **The Faculty Group, Atlanta, Ga.**
Chief Estimator. Performed all estimating duties for a national design/build firm specializing in food service related industrial projects, i.e., cooler/freezer distribution warehouses, food processing plants, bakeries, etc. The majority of my work was on a conceptual estimate/negotiated/GMP basis. The projects ranged size from \$1 to \$50 million and extended from California to Massachusetts.

Tom Neeley

Project Manager



MART, Inc.
2014- Present

Education:
Oklahoma State University
15 Years Army Retired

References:
Perfecto Solis, PE
VP DFW Airport AED-
972-973-1823

David Collins AIA, LEED AP
Perkinswill, Dallas
214-283-8702

Kevin Mitchell
Director of Park And Recreation
City Of Grapevine
817-253-9327

Tom has over 22 years experience in commercial construction. Since joining the Mart, Inc. Team, he has served as Project Manger:

Dove Pool Renovation

- ❑ Dove Pool Renovation
Location- Grapevine, Texas
Owner- City Of Grapevine
- ❑ Sun Valley Industrial Park
Location- Fort Worth, Texas
Owner- Empire Roofing
- ❑ Grand Prairie Municipal Airport Admin
Location- Grand Prairie Municipal Air Port
Owner- City of Grand Prairie Pre-Engineered Building.
- ❑ Denton County Courts Building 4th floor
Location- Denton, Texas
Owner-Denton County
- ❑ 1W Parking North Express Expansion
Location- DFW International Airport
Owner- DFW International AirPort
Contract \$2,000,000.00 Completed in 75days
- ❑ DFW Subcontractor Construction Area
Location- DFW International Airport
Owner-DFW International Airport
Contract-\$3,230,000.00
- ❑ A380 Terminal D Gate project
Location-DFW International Airport
Owner-DFW International Airport
Contract-\$3,432,000.00
- ❑ Rancho Mirage Professional Medical Plaza Phase II
Location-Rancho Mirage California
Owner_ American Development
Contract-\$27,000,000.00 49,000 square foot
- ❑ Odessa Medical Office Building
Location-Odessa, Texas
Owner- DASCO/MMCI Hospital
Contract-\$20,000,000.00 40,000sf two-story facility
- ❑ Sierra Medical Office Building
Location-Parker, Colorado
Owner-Dasco/Centura Healthcare
Contract\$37,000,000.00
80,000sf with full-Modality imaging center

John Stone

Project Manager JOC Programs



Mart, Inc.
2009 – Present

Education:
Midwestern State University
B.S. Mathematics

References:
Mark Massey, City of Irving
972-816-9270

Jeremy McClelland, DCCCD, El Centro College
214-860-2351

Greg Sims, Grapevine-Colleyville Independent School District
817-251-5719

Bill Wagner, Fort Worth Transportation Authority
817-215-8769

John has been managing our progressively growing JOC program department for the past 8 years and that division has gained in it's success largely on his ability to maintain a consistent and active relationship with his owners. A few of his projects include:

- ☐ Fort Worth T – CNG Canopy Ventilation and Sound Wall
- ☐ Fort Worth T – CNG Mgr. Office Renovation
- ☐ DCCCD Richland – Dam Remediation
- ☐ DCCCD Richland – Office Suite Renovation
- ☐ DCCCD Richland – Design Build Shop Canopy
- ☐ DCCCD Richland – Design Build Entrance Canopies
- ☐ Richland Investments – Dock Ramp and Overhead door installation
- ☐ DCCCD Bill J. Priest Welding Lab Ventilation
- ☐ DCCCD Eastfield – Paint 36 Classrooms
- ☐ DCCCD Eastfield – Safety Cages on Access Ladders
- ☐ Grapevine-Colleyville ISD - PDEC EFIS Replacement
- ☐ Grapevine-Colleyville ISD – HHS Storefront in Councilors Office
- ☐ Irving ISD – Security Entrances at Early Childhood Development Centers
- ☐ City of Irving – CJC Repair holding cell doors
- ☐ City of Irving – Fire Station Interior & Kitchen Renovation
- ☐ Grapevine-Colleyville ISD – New Reception Desk, ES
- ☐ City of Irving – Fire Station Apparatus Bay Mezzanine & Epoxy Floor
- ☐ Grapevine-Colleyville ISD – GHS Excavate and repair shower drain
- ☐ Fort Worth T – Design Build, Renovation of Park & Ride Canopy
- ☐ Grapevine-Colleyville ISD – GHS Paint exterior front
- ☐ Grapevine-Colleyville ISD – Replace Baseball & Softball dugouts
- ☐ DCCCD Bill J. Priest Renovate Testing Center

Joseph Solis

Project Manager



Mart, Inc.
2013 - Present

Education:
Midwestern State University
Bachelor of Science in Mathematics 2006

References:
Mark Taylor
Urban Engineer Group
214-252-1600

Jean Hill
Dallas County Community College District
972-860-7760

Catherine Wilson
City of Garland
972-205-4084

Joseph has been working in the construction industry for over 18 years.

- ☐ DCCCD Richland College Locker Room Renovation
- ☐ DCCCD D.O. Board Work Area Renovations
- ☐ HEB Euless JHS Parking Lot addition
- ☐ Birdville ISD IT Room Phase III
- ☐ DCCCD Eastfield Ladders and Doors
- ☐ HEB Pat May Professional Center Renovations
- ☐ DCCCD DO Waterproof Wall
- ☐ DCCCD Northlake College Light Pole Bases
- ☐ DCCCD El Centro Stairs/sidewalk rails
- ☐ DCCCD Mountainview Door Replacement
- ☐ DCCCD El Centro Texas Club Showers
- ☐ DCCCD Richland College Walnut St. Gabion Wall
- ☐ DCCCD Brookhaven College Parking Lots 1&2 Replacement
- ☐ Garland Power and Light New office Renovation
- ☐ DCCCD Richland College Pool Decommissioning
- ☐ City of Irving- Georgia Farrow Recreation Center Upgrades

Prior to coming to MART, Inc., Joseph was an Electrical Contractor for the following projects/entities:

- ☐ City of Dallas-
Harry Stone Recreation Center
- ☐ Texas Parks and Wildlife-
* Dangerfield State Park ADA Renovations
* Possum Kingdom Lake ADA Cabins

Certifications:
SWPPP

Ivan Sparkman

Superintendent



MART, Inc.
2014 - Present

Education:

High School: Lake Highlands High School 1981

College: Stephen F. Austin State University 1985, BS Construction Management

OSHA Class:

30 hour Safety
CPR & First Aid

References:

Mark Brown: Patriot Construction:
214-454-2778

Randy Garza: RGI Companies:
940-631-2238

Alan Raetzman: Hillwood Development:
972-413-6616

Ivan brings more than 27 years of construction experience to the Mart, Inc. team. He is responsible for ensuring the successful completion of projects through the overall management of all field forces and jobsite coordination and communication. With specialized construction experience in a variety of building types, including industrial, commercial, and retail, projects. Ivan is a versatile superintendent with a strong track record of bringing projects in on time and under budget. Ivan works efficiently to exceed our clients' expectations. During the preconstruction phase, Ivan works with the project team to provide guidance on the constructability of systems and input on scheduling and efficiency. Ivan is known for producing quality facilities on a timely basis.

❑ **SYSCO Food Service of Dallas**

100,000 SF office, 500,000 SF Warehouse Lewisville, TX

❑ **Citigroup**

114,000 SF office project Tuscon, AZ

❑ **Citigroup**

125,000 SF 3-story office project Las Colinas, TX

❑ **Fluor Corporate Headquarters**

120,000 SF 3-story office project Las Colinas, TX

❑ **Baltimore Ravens Training Facility**

92M training facility and office space Baltimore, MD

❑ **Bright Office Building**

140,000 SF 7-story office/parking garage Dallas, TX

❑ **Travis County Criminal Justice Center**

12-story Justice Center with chambers and courtroom
Austin, TX

❑ **Caswell Air Force Base**

Joint reserve facility Ft. Worth, TX

❑ **Baugh Northwest Co-op**

800,000 SF warehouse, 55,000 SF office Front Royal,
VA

❑ **Barksdale Air Force Base**

Special forces Police headquarters & cruise missile storage
Bossier City, LA

❑ **Intellicenter**

211,637 SF office project Dallas, TX

❑ **Longs Drugs**

800,000 SF warehouse/office facility Patterson, CA

❑ **Eglin Air Force Base**

SOF distant ranges, bom & artillery ranges Valparaiso, FL

❑ **Village Spires**

162,000 SF condo renovation Vero Beach, FL

Thom Letwinch

Superintendent



MART, Inc.
2013 - Present

References:

Steve Letwinch 951-551-7237

Michael Leon 916-201-8125

John Harris 281-210-4669

Thom has been in the construction Industry
(Commercial/Residential) for over 25 years

*City of Dallas Cummings Recreation Center Bond Forfeiture
Renovation project, 1.9 Million*

Remington Homes, 50 3k+ sq. ft. homes San Marcos California

Centex Homes, 120- 3500+ sq. ft. homes Temecula California

Toll Bros, 60- 5k+ sq. ft. homes LaQuinta California

*Westin Mission Hills Timeshares, Approximately 6- Three story
buildings with 20+ units each building Palm Desert California*

*Vision Structures/ Letwinch Structures owner operator since
1995 in California, spec Houses*

Single Family homes in Coachella Valley \$1.5 million

Custom Home in Palm Desert Cal approx 10-15k sq. ft.

*8- Church renovations throughout California- Sacramento,
Sunnyvale, San Bernardino, Riverside, Palm Desert, Indio,
Temecula, San Deigo*

Hotel in Los Angeles

*Montenegro Commercial Building Palm Desert California
\$600k*

*Dan Gluhiach Commercial Building, Cathedral City California
\$800k*

Monterey Marketplace, Palm Desert California \$18 million

Sand And Gravel, Indio California \$500k

Vince Farrell

Superintendent



MART, Inc.
2013 - Present

Education:

- LEED certified
- FEMA Housing Inspection
- Project Management Training
- 7 Habits of Highly Effective People
- Land Development
- CPR and First trained
- 10 hour OSHA

References:

Barney Brock—940-447-7600

Ron Wilson—281-381-9330, 214-587-2302

30 years experience in the construction field. Seasoned builder with experience in both commercial and single/multi-family construction

Projects

- ❑ - Steven E. Copeland Government Center, Cross Roads, TX 3.5 million
- ❑ - Wylie Fire Station No. 3, Wylie, TX 3.75 million
- ❑ - El Centro Community College, Remodel, Dallas, TX 3.5 million
- ❑ - North Lake Community College, Student Life Center remodel, Irving, TX 3.25 million
- ❑ - Love Field, Ice and Snow Removal Center, Dallas, TX 4.1 million
- ❑ - DFW International Airport, DFW W1 Covered Parking Extension, Grapevine, TX 8 million
- ❑ Customers include DFW Instruments, Quantum, Landstar Homes, Custom Homes, Inc., Dyess AFB,
- ❑ NAS Ft. Worth JRB, Parsons Brinckerhoff, Dallas ISD, Collin County Community College
- ❑ Contracted to do housing inspections for FEMA

Responsibilities

- ❑ - Supervision of project completion per document requirements (LD deadlines)
- ❑ - Management of all phases if construction from utility and site work to finished product, including
- ❑ equipment, furnishings, electronics, etc.
- ❑ - Scheduling trades, inspections, material deliveries, testing, architect and engineer inspections
- ❑ - Assuring completion of project per specs and document, city and local building codes, CO,
- ❑ principles' final punch list
- ❑ - Communication with owner, principles, inspectors, architect, engineers, construction managers
- ❑ - Obtaining pricing per various trades
- ❑ - Implementing/monitoring LEED practices
- ❑ - SWPPP inspections
- ❑ - Safety meetings and inspections
- ❑ - Composition and execution of RFIs
- ❑ - Execution of change orders
- ❑ - Composing, collecting and assembling warranty manuals and operation and maintenance manuals
- ❑ - Reviewing of job costs after job completion
- ❑ - Responsible for warranty
- ❑ - Building of two model homes
- ❑ - Maintenance of model and spec homes
- ❑ - Hiring and supervision of labor-based trades
- ❑ - Reviewing of billing for approval

Danny Gandy

Superintendent



MART, Inc.
May, 2008 - Present

Education

1971 LaPoynor High School, Poy-
nor, Texas

Graduated with Honors

1971 – 1973 Henderson Co Jr College
Athens, Texas

1986-1989 Texas Baptist College
Longview, Texas

Graduated with degree in Bible

May 2001 Southwest Bible College
Jennings La Masters Program

References:

Rick Larsen 972-251-1330 214-435-
3459

Steve Healy 972-816-8137 972-941-
7190

Jerry Gallagher 972-633-
0564 214-837-2564

Ron Cardwell 972-633-0564 214-
837-3667

Ryan Coffey L3 903-457-7866

Josh Holland L3 903-274-6358

Over 45 years experience in commercial construction.

Schools

Plano West HS Addition – Plano Texas (2.5 mil. Addition ground up project)
Gilmer Middle School- Gilmer Texas (interior finish out)
Crandall Middle School Addition – Crandall Texas
West Wood - Richardson Texas – Remodel
Richardson East-Richardson Texas-Remodel
Today School Day Care – Kaufman Texas (2 mil ground up project)
Sports Complex
Forney HS –Wind Mill Farms Texas Base- Ball complex
Crandall HS –Crandall Texas Base Ball & Soft Ball complex

Churches

Church of the Nazarene – Richardson Texas (2.6 mil. Ground up job)
First Baptist Church –Garland Texas (1 mil. Remodel)
Christ Foundry UMC – Dallas Texas (2.5 mil. Ground up)
Church on the Rock – Rockwall Texas (12 mil. Ground up)
First Baptist Church – Sunnyvale Texas
Church of the Nazarene – Garland Texas
St. Jude Catholic Church Mabank Texas
Ardis Heights Baptist Church – Greenville Texas (ground up 1.2 mil)
First Baptist Church Campbell Texas interior remodel

Hospitals and Clinics

Kaiser Permanente-Dallas Texas
Kaiser Permanente –Mesquite Texas
Kaiser Permanente – Fort Worth Texas
McKinney Medical arts cancer Hosp. – McKinney Texas (interior finish out 1.2 mil)
Care Now –Mesquite Texas
Care Now – Fort Worth Texas
Care Now – Louisville-Texas

Businesses

L3 Communications Sanitary Sewer Project
Southwestern Bell cell center – Dallas Texas Central Expressway (ground up project)
Plano Animal Shelter – Plano Texas (2.5mil. ground up project)
L 3 Communications Six years on Different projects – Greenville Texas
Texas Instruments – Three years on different projects – Dallas, McKinney, Louisville, Garland Texas
J C Penny –Prestonwood Mall , North Park Mall, Red Bird Mall, Parks Mall (remodel on different projects)
Ratheon - Greenville Texas (1Mil. Addition)
Ratheon – Garland Texas
Kia Car Dealership – Garland Texas (1mil. Finish out)
Lazy Boy Furniture-Arlington Texas
Marriott Hotel Remodel Arlington Texas
Double Tree hotel – Dallas Texas Remodel
Nature Tec – Terrell Texas (2.2 mil. Ground up project)
IBM Carrollton Texas (remodel)
Mary Kay-Dallas Texas (remodel)
L3 Greenville Texas 2015 3million remodel office space
L3 Greenville 2016 1.8 million building addition
L3 Greenville Texas 2016 1.2 million Hangar office space
L3 Greenville Texas 2017- 5 million sewer rehab and street replacement

Heavy Industrial Commercial Construction

Alcoa Aluminum- Palestine Texas
International Paper Mill – Mansfield La.
Texas Eastman-Longview Texas
Lagloria Gas plant Tyler Texas
Exxon Refinery-Baytown Texas
Shell oil Co.-Pasadena Texas
Oxirane Corp. Houston Texas

Major Projects 5 Year Summary

Safety Program



1503 Perry St - Irving, Texas - 75060
972-721-1522 (Ofc) - 972-721-1660 (Fax)
www.martgc.com

1. STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE THE PROJECT.

During the past 42 years, Mart, Inc. has built an exceptional reputation serving the municipalities of North Texas. Having worked for well over 50 cities, we are well versed in the unique challenges of a public agency. Mart employs six full time Project Managers, four Project Engineers, two Senior Estimators, fourteen Superintendents and numerous skilled tradesmen (carpenters, painters, certified welders, electricians to name just a few). Mart, Inc. has the capacity to bond and insure up to \$8,000,000 for any one project.

Besides general contracting, Mart, Inc. is a licensed mechanical contractor and electrical contractor. We operate a steel fabrication shop with certified welders. We have the ability to self-perform many trades. This often gives us an advantage if the project requires quick response or Subcontractors are un-responsive.

2. ABILITY TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES.

Mart's Total Volume for the last 5 years (all work was performed in Texas):

2015	\$17,000,000	70% Bid	30% Negotiated, CMaR or Design/Build
2016	\$19,400,000	70% Bid	30% Negotiated, CMaR or Design/Build
2017	\$21,800,000	70% Bid	30% Negotiated, CMaR or Design/Build
2018	\$19,800,000	70% Bid	30% Negotiated, CMaR or Design/Build
2019	\$20,200,000	70% Bid	30% Negotiated, CMaR or Design/Build

Annual Revenue Totals and Percent change per year

2015	\$17,000,000	18% Decrease
2016	\$19,400,000	14% Increase
2017	\$21,800,000	12% Increase
2018	\$19,800,000	9% Increase
2019	\$20,200,000	4% Increase

Mart's Bonding Capacity:

Total Capacity	\$12,000,000 aggregate
Available Capacity	\$7,500,000
Current Backlog	\$6,000,000

Mart is not currently for sale. Mart has always successfully completed all Work awarded to our company. There are no claims, suits, judgments or arbitration. We are not in default on any financing agreement.

3. QUALIFICATIONS OF CONSTRUCTION TEAM.

MART, Inc. emphasizes a true team approach to construction management. We consider the Owner and Architect to be vital members of the team. The Owner, MART and the selected Architect will form the core team for the project. When required, other consultants will be brought on board at appropriate times.

MART, Inc. will be the point of contact and provide overall Project Management, including:

- Communications
- Schedule Management
- Cost Control
- Bid Procurement
- Quality Control
- Construction Management
- Subcontractor Management

MART, Inc will collaborate with the Architect, combining our experience in programming, site analysis, cost estimating and construction of similar projects with the client's detailed knowledge and insight to their particular needs. We believe this cooperative team effort will result in a truly successful project.

Depending on the schedule and scope of the specific project, Mart will assign a Project Manager with the skills and experience that best aligns with the project goals. All of our PM's have over fifteen years of commercial construction experience, are OSHA 10 certified, and have worked with public agencies. Project Managers generally manage two to four projects at a time, therefore the PM will spend 25% to 50% of their time on the project. Refer to the resumes included for individual qualifications.

The Mart Project Manager will set the schedule, call meetings when applicable, prepare the meeting agendas, direct the meeting and promptly issue meeting notes. All decisions will be documented in writing, thus avoiding misinterpretations later.

At the beginning of the project MART, with input from the Architect, will identify all tasks to be performed in each phase of work. We will also create a project schedule that identifies the time frames for completion of each portion of work and establishes dates for Owner reviews. The basic steps within the Work Plan will include:

1. Project Initiation
2. Needs Analysis
3. Architectural Program
4. Schematic Design
5. Design Development
6. Construction Documentation
7. Bid Procurement
8. Construction Management
9. Commissioning

Selection of experienced, professional subcontractors insures the project will meet time constraints and quality goals and minimize conflicts. During the initial selection process, we will

review the three lowest responsive bids. We then contact the subcontractors, request references and copies of their insurance. After contacting the references, we determine the best subcontractor for the project based on the following criteria:

- Capability to meet Client's needs
- Mart's past experience with the subcontractor
- Responses from references
- Bid price
- Ability to meet insurance, safety and other project specific requirements

Once the selection is made, an evaluation sheet of proposed subcontractors will be provided for the Owner's review and approval. Experience has demonstrated that taking time on the front end of the project to properly evaluate subcontractor's results in fewer headaches later.

Mart uses our own Contractor-Subcontractor agreement, which has been developed over 35 years of construction experience. The agreement is both fair to the Sub as well as providing real teeth to make the Sub perform.

After contracts are issued, a preconstruction meeting is set. During this important meeting, the following 'Best Practices' are established:

- Chain of authority
- Construction schedule, sequencing, and milestones
- Establish goal of 'zero punch list'
- Safety practices
- Review and posting of all emergency phone numbers
- Regular subcontractor meetings
- Site logistics: parking, storage, temporary facilities

During the construction phase, the superintendent maintains daily reports, which include information on each subcontractor's performance. Information gathered includes number of workers, work accomplished, any issues, deliveries, etc. Weekly subcontractor meetings and safety meetings are held to review schedule, deliveries, RFI's, change orders, and status of as-builts and close-out documents.

Unless the project is of very limited scope, the Mart Superintendent will be assigned full time to the work. He will be onsite every day that work is undertaken. He will report direct to the Project Manager and indirectly to the VP of Operations. All of Mart's Superintendents have over twenty years of commercial construction experience and are OSHA 30 certified. Refer to the attached resumes for individual qualifications.

All these efforts serve to virtually eliminate conflicts with subcontractors. However, in the rare instance that a conflict should arise, it is handled immediately and expeditiously. A meeting is held with top management from Mart and the subcontractor and a win- win resolution is always sought first.

5. ABILITY TO ESTABLISH BUDGETS AND CONTROL COSTS ON PAST PROJECTS.

Mart's primary roles during the design phase (the first six tasks listed in question No. 3) will be to insure that the project moves along at an expedient pace as well as provide cost information at the appropriate times. A preliminary cost model will be established at the beginning of the project based on current historical data for each project component.

The initial cost model will be presented with cost per square foot totals based on preliminary program estimates and gross square footage multipliers. As planning and design phases proceed, the cost model will be updated to more closely represent actual conditions and provide comparative cost information for concept alternatives.

Once a concept direction has been established, a detailed line item estimate will be prepared utilizing information provided by local subcontractors. An escalation factor will also be added to provide a final conceptual construction cost estimate.

MART, Inc. maintains an extensive database of current construction cost information. We will utilize a variety of data in preparing our initial project budget and later in developing Statements of Probable Construction Cost (SPCC). Some of the data we use includes:

- Updated historical cost data from previous projects
- Construction cost data obtained from national firms such as R.S. Means
- Construction cost information obtained from local, trusted subcontractors
- Construction cost data from current projects.

At any point during the design process should we determine the stated goals of the project cannot be achieved for the established budget, we will conduct a Value Engineering (VE) study. Value Engineering is an organized and systematic approach to the comparison of alternative building systems for the purpose of identifying and deleting unnecessary costs, thereby adding more "bang for the buck".

Although VE can be done at any stage of the design process, it is most effective in the early stages of project development. VE decisions made during the early stages of design can improve scheduling by eliminating redesign.

The VE process improves overall project value by:

- Identifying systems and functions
- Identifying life-cycle costs of functions
- Developing alternative systems which perform identical functions while maintaining quality and controlling life-cycle costs.

In order to control construction costs, we carefully study design decisions to insure the project is easy to construct. Design considerations include, but are not limited to, the availability of materials and equipment; the degree of ease or difficulty to construct the design; detailing; suitability of materials and systems for the intended design use; initial cost vs. life cycle costs; sustainability and annual maintenance costs.

As design work progresses, the SPCC become more refined. During the Design Development and Construction Documents phase of work the SPCC are based upon actual calculated quantities of materials and the associated unit prices.

We always recommended the following contingencies be carried in the budget:

Design Contingency. This contingency may be substantial in the very first Statement of Probable Cost (SPCC), depending on the level of detail in the preliminary design documents. The design Contingency will decrease as the project moves through design, eventually diminishing to zero.

Owner's Contingency. We may elect to recommend an owner's contingency if there are elements that the owner has not yet defined or if a User makes request that are ambiguous.

Construction Contingency. This is a small contingency that we recommend be carried for unforeseen conditions during the construction. This is particularly important when adding onto or renovating an existing building and when subsurface conditions are unknown. This money can be decreased as constructions proceeds or returned to the owner at the end.

A Guaranteed Maximum Price (GMP) can be established at any point during the design, but is most useful at the end of Design Development (DD) or 50% through Construction Documentation (CD). Any earlier than DD and the design contingency will generally be large and difficult to justify to public officials. Any later than 50% CD and approval of expenditures could delay the project. Ultimately, the team (City, Architect and CMaR) should determine together how many SPCC's are provided and when GMP will be established based on the scope of the work, the project schedule and the financial requirements of the City.

When Construction Documents are approximately 95% complete invitations will be electronically sent to as many as 4,000 subcontractors- depending on the scope of the work. A reasonable time for questions will be granted and a bid date will be set. After bids are received, the lowest three bidders in each trade will be contacted to provide references and financials (if unknown to Mart) and to verify that they have included the correct scope of work. Mart will provided a bid tabulation for the team's review and decision. Selection of experienced, professional subcontractors is the best way of insuring the project time constraints and quality goals will be met.

Even after subcontractor contracts are executed and work has begun, Mart is always looking for ways to increase to project scope without increasing the budget. Recent projects for Irving ISD consisted of three High Schools and seven Middle Schools, performed as Construction Manager at Risk and delivered within budget. At MacArthur High, Mart was able to utilize surplus dirt taken off the baseball field to extend an existing band practice field, thus creating a much needed football practice field which was not in the original program.

Mart regards our fiduciary responsibility on all projects extremely seriously, rather public or private. We recognize that the confidence entrusted to us by our clients have allowed us to remain in business for over 35 years.

6. ABILITY TO MEET SCHEDULES ON PAST PROJECTS.

Schedule control is always a key aspect of a project's success. There is a direct relationship between keeping a project on schedule and the final, overall project cost. For this reason, our approach continually stresses the importance of schedule control to all team members.

Our overall philosophy on schedule control is to develop with the Owner and Architect a tight but achievable schedule and to aggressively monitor the schedule throughout the life of the project.

There are several levels of control that are important in our approach. The first of these is a computerized reporting system. This system provides the Project Manager with a weekly report that indicates how well the project is performing relative to our own budget and goals. This report is a useful general indicator of the project's progress.

More important is our development of a project task plan. We do this by:

- Identifying in detail the tasks to be accomplished.
- Combining tasks with calendar days and man days per week for each task to form a work plan.
- Balancing this plan in light of the client's needs, manpower availability, holidays, vacations, team size and team capabilities.

The plan identifies for both the design team and the client all of the major decision-making milestones. These are the key points along the way when alternatives will be developed, reviewed, modified, evaluated and when final decisions will be required.

This approach successfully allows the client's Project Representative to readily understand the points-in-time in which staff and decision-makers will be involved, their expected level of participation, the kind of information they will have to provide, and the time-frame in which each of them must arrive at specific decisions.

Mart will utilize our in-house architect to work with the project architect in creating the design schedule, evaluating the architect's progress and to make recommendations should the design team fall behind. These could include early release packages such as foundation, building structure, building enclosure, and equipment.

The construction schedule will be strictly monitored by Mart's Project Manager, Superintendent and Director of Operations. Should any work task begin to lag, Mart will direct the subcontractors involved to make corrections as necessary before their work affects the other trades. These may include adding manpower, working non-standard hours, expediting materials, or even changing subs.

7. KNOWLEDGE OF CURRENT CONSTRUCTION METHODOLOGIES, TECHNOLOGIES, AND BEST PRACTICES.

Mart practices the principals of Total Quality Improvement and Edward Deming's continuous improvement cycle of Plan, Do, Check, Act. The Mart project manager is responsible for planning the work in such a way that it is achievable within the time, cost and quality constraints dictated by the Owner. The Mart onsite superintendent is responsible for carrying out the project plan and is the steward of the project quality plan. It is his job to insure that substandard work in the form of labor and materials never makes it onsite.

Mart's Quality Assurance Program consists of three parts:

- Plan the project such that quality is built-in and achievable
- Perform quality monitoring continuously during construction
- Continuously improve by conducting project reviews after completion

The plan-do-check-act cycle is the basis for assuring that the next project is better than the last. By selecting subcontractors with a known track record, creating achievable schedules, conducting regular team meetings and setting expectations prior to moving on site, quality is built in.

The onsite superintendent is Mart's Quality Manager. His goal is prevention over inspection. Once a component is complete it is often too late to correct errors. Therefore, he seeks to catch them early when there is ample time for corrections. Our goal is always zero punch items.

Finally, Mart evaluates the performance of staff and subcontractors at the end of each project. "Lessons Learned" are shared in our weekly Project Managers meeting. If required, we institute training so that all our staff can benefit from the knowledge.

In keeping with Deming's cycle, all work is evaluated after each step and any lessons learned are shared so that all Mart staff learns from what worked as well as what went wrong. In this way, the company corporate collective is always improving.

Every step of the project will be documented. Meeting minutes will be recorded. The minutes will include all decisions made. Any open topics will be assigned to the appropriate person with the anticipated date of completion of the topic. These items are moved to old business to be discussed at the next meeting. Meeting minutes are distributed to all in attendance for approval.

During the construction phase of the project, Daily Reports are kept by the project Superintendent. Additionally, digital photos are taken throughout the project and distributed on CD. Requests for Information (RFI's), any proposed change requests, Contingency Expenditures, and two week Look Ahead Schedules are reviewed at each meeting. All reports are computer generated on industry acceptable forms.

Mart utilizes the latest version of Masterbuilder, a robust integrated platform for accounting, estimating, scheduling, operations, and service management and part of the Sage Construction and Real Estate software family. MB allows projects to be divided into numerous phases with thousands of cost codes. Costs are entered in real time and budgets can be updated instantaneously. All Project Managers and Project Engineers at Mart have access to MB and can view and print reports at any time.

Mart has an extensive written safety plan, available upon request. In addition, all Mart field personnel have attended OSHA 10 hour training and most project managers and all superintendents have attended OSHA 30 hour training. In addition, Mart has a certified OSHA 30 trainer on staff and utilizes Texo for random safety checks on our jobs. Because we pay such stringent attention to safety, our Experience Rate Modifier (ERM) has decreased every year in the last five to its current .71.

8. ABILITY TO IDENTIFY AND RESOLVE PROBLEMS ON PAST PROJECTS.

Communication is always the key to avoiding challenges on any project. All decisions will be documented in writing, thus avoiding misinterpretations between the City, the Design team and the CMaR. Our personnel will be highly experienced in their particular field, thus providing the City staff with quality information during the process.

Mart will request that the City provide access to key decision makers at appropriate times. Mart has extensive experience in working with municipalities. To minimize the pressure placed on an already overworked staff, our method will be to present adequate data needed to the appropriate decision makers in ample time to maintain schedule.

Should conflict still arise, Mart always cautions our employees to take an approach that is summarized in the five PAUSE steps below:

1. Prepare- get the facts, seek counsel, develop options.
2. Affirm relationships- show genuine concern and respect for others
3. Understand interests- identify others concerns, desires, needs, and limitations.
4. Search for creative solutions- brainstorm
5. Evaluate options objectively and reasonably- evaluate, don't argue.

Finally, we view challenges as opportunities to demonstrate our value to the team and to form the team into a more cohesive unit.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Mart, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
1503 Perry St.

6 City, state, and ZIP code
Irving, Tx 75060

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
7	5		-	1	5	7	7	3	3	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ **Date** ▶ 4/18/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.