

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For JOB ORDER CONTRACTING – 1012116

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

CITY COST INDEX, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

CLIENT MEMBER is any ISD/USD, ESC, University, Municipality, County, Federal or State Agency or non-taxed entity empowered to enter into an agreement with TIPS via their governing boards or trustees. In the State of Texas an interlocal agreement must be signed by the client.

In other states, the client is responsible for meeting their state requirements.

COEFFICIENT is the contractors' coefficient multiplier that is applied to the local city cost index and the total sum of line item estimates for each individual Job Order. It will include all overhead items such as office, safety equipment, vehicles and fuel, computers, communication devices, printers, programs, insurance maintenance, two percent TIPS management fee, final site cleanup and all contingencies.

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

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

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

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

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

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

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

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

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

Tax exempt status

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

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

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

Shipments

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

Invoices

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

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

Payments

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

Pricing

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

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

Participation Fees

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

Indemnity

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

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

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing Deviation

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

Cancellation for non-performance or contract deficiency

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

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

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

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

TIPS Member Purchasing Procedures

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

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

Purchase Order Process:

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

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

Form of Contract

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

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

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Stored materials

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

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

Smoking

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

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and

federal laws governing the sale of products/services identified in the RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

SERVICES

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

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

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

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

Information to Bidders

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

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

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

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

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

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

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

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

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

Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all Job Orders over \$25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas, or client member state, attesting to its willingness to bond your company for \$1 million dollars must be submitted. Contractors may need to provide additional capacity as job orders increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the client member and added to the purchase order.

SCOPE OF SERVICES

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

It is okay if the client member provides a general scope, but the contractor should provide a written scope of work to the client member as part of the proposal. Once the scope of the job order is agreed to, the client member will issue a PO with the line item estimate referenced as an attachment along with bond and any other special provisions agreed to for the client member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

CONTRACT AND DOCUMENTS

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the contractor's proposal. Once signed, if the contractor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail.

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

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

PROJECT DELIVERY ORDER PROCEDURES

The client member, having approved and signed interlocal agreement, may make a request of the contractor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

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

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

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

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

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

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

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

SCHEDULING OF PROJECTS

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

construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

SUPPORT REQUIREMENTS

If there is a dispute between the contractor and client, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the contractors TIPS project files, documentation and correspondence.

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

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

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

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, Construction Contracts Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1012116	Floor/Room		Floor/Room
Title	Job Order Contracting	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	11/02/2015	Email	bids@tips-usa.com	Email
Close Date	12/11/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Adept Facilities & Design, Inc.
 Address 3110 Lazy Lake Dr
 Harlingen, TX 78550
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (956) 873 8995
 Fax 1
 Email dsm@adeptfd.com
 Submitted 12/10/2015 6:01:54 PM CT
 Total \$0.00

Signature David San Miguel

Email dsm.afd@gmail.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
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,AR,LA,GA,OK,TN,AL,FL,AR,NM,VA
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.)	<p>Adept Facilities & Design, Inc.</p> <p>Job Order Contracting</p> <p>Adept Facilities & Design Services</p> <p>Design Build</p> <p>?The value of JOC is Performance Based: Faster Delivery, Higher Quality, No Change Orders & Maximizing Construction Budgets.</p> <p>Is a method of managing simultaneous projects tailored to each unique owner & an extension to their facilities team, on a fixed, lump sum price utilizing a construction unit price book. By using JOC clients take advantage of a quick, simple, & cost effective process to simplify their needs. JOC = targeted design, IDIQ, competitively procured, performance-based, and long term owner-contractor relationship. No Change Orders, no surprises due to a customized scope of work approved by owner before Delivery Order is issued.</p> <p>Adept Facilities & Design would like to thank you for choosing us to help grow your JOC Program. Our goal is to ensure you are satisfied with the end results of each task order.</p> <p>Each client is unique, with a different relationship to be built upon. Our goal is to understand your processes and business requirements to help you be successful and produce quality results.</p> <p>Is a low percent design by owner before construction team</p>

engagement, Adept subcontractor design experience, communication and relationship. Cooperation, Team Work, Communication, & Trusting Relationship drive costs down and increase performance with tight scheduled deadlines.

6	Primary Contact Name	Primary Contact Name	David San Miguel
7	Primary Contact Title	Primary Contact Title	Principal
8	Primary Contact Email	Primary Contact Email	dsm@adeptfd.com or dsm.afd@gmail.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9568738995
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9568738995
12	Secondary Contact Name	Secondary Contact Name	Tricia San Miguel
13	Secondary Contact Title	Secondary Contact Title	Director of Business Development
14	Secondary Contact Email	Secondary Contact Email	tsm.afd@gmail.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9568738935
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9568738995
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	David San Miguel
19	Admin Fee Contact Email	Admin Fee Contact Email	dsm.afd@gmail.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9568738995
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	David San Miguel
22	Purchase Order Contact Email	Purchase Order Contact Email	David San Miguel
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9568738995
24	Company Website	Company Website (Format - www.company.com)	www.adeptfd.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	47-1674405
26	Primary Address	Primary Address	3110 Lazy Lake Dr.
27	Primary Address City	Primary Address City	Harlingen
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	78550

30 Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Adept Facilities & Design, IDIQ, JOC, job order contracting, task order contracting, direct order contracting, delivery order contracting, SABER, work order contracting, design build, performance based job order contracting, custom solutions, construction management, MATOC, SATOC, Partnership, Program Management, Construction Management, HVAC, Building Concepts, custom solutions, innovative contracting, federal contracting, RS Means, UPB, Cost Works
31 Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32 Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33 Company Residence (City)	Vendor's principal place of business is in the city of?	Harlingen
34 Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35 Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36 Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37 Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38 Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39 Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40 Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41 Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42 Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes

- 43 Start Time Average start time after receipt of customer order is ____ 1
working days?
- 44 Years Experience Company years experience in this category? 15
- 45 Prices are guaranteed for? (____ Month(s), ____ Year(s), or Term of Contract) (Standard Term of Contract
term is "Term of Contract")

Line Items

Response Total: \$0.00

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Adept Facilities & Design, Inc.

Mailing Address: 3110 Lazy Lake Dr.

City: Harlingen

State: TX

Zip: 78550

Telephone Number: (956) 873-8995

Fax Number: _____

Email Address: dsm.afd@gmail.com or dsm@adeptfd.com

Authorized Signature: *David San Miguel*

Printed Name: David San Miguel

Position: Principal

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

Blende McMatt _____ *1/21/16* _____
TIPS Authorized Signature Date

David Wayne Fitts _____ *1/21/16* _____
Approved by Region VIII ESC Date

PRICING EXHIBIT

Price information – proposers are welcome to submit a proposal for region(s) or statewide. The table below has been created with four columns to address the following:

STATE / REGION is the listing of the contractors contract area preference.

CITY COST INDEX is the city that is priced along with the cities cost index. (See R.S. Means)

COEFFICIENTS REGULAR HOURS the priced coefficients for each area that you are willing to work in shall be listed for both regular hours (7A.M. to 6 P.M.)

COEFFICIENT AFTER HOURS the priced coefficient for weekends, holidays and hours outside of regular hours.

State and/or Region	City & Cost Index	Coefficient Regular Hours	Coefficient After Hours
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Provide Markup Percentage for Non-Pre-priced Items:

March 18, 2011

RE: David SanMiguel

Gentlemen,

I have had the privilege of working with David for four (4) years at Centennial Contractors Enterprises, Inc. David functioned in the role of Project General Manager responsible for all P&L activities in Brownsville, Texas and the surrounding areas and in a similar role in the Dallas/Ft. Worth Texas area. David reported to a Project Executive and ultimately to me as a Senior Vice President. David was directly accountable for all P&L activities from identification and development of clients and new business, through project completion and close out. David had one of the highest levels of customer satisfaction, continual repeat opportunities and client and employee retentions in the company. In the face of tough economic times he consistently increased business revenue at 20% plus year over year and increased quality earnings by 30%, year over year. David is a masterful leader, respected by his peers, employees and clients, David's integrity is above reproach and his work ethic is strong and he is focused on the successes of all stakeholders. David was considered as one of Centennial's key high potential employees and was included in a development program to gear him for future leadership positions.

I would highly endorse David in a role that would allow him to help grow an organization, with a focus on client satisfaction, quality earnings and employee development. David will bring measurable and immediate value to your organizations.

Please feel free to contact me if you have any questions

Respectfully,



John R Martin, PE

Cell 678-488-3598

Personal e-mail: jrmpsu74@aol.com

Kenneth K. Eshelman
850 Enchanted Oaks Dr.
Driftwood, TX 78619
March 13, 2011

Letter of Recommendation: **David SanMiguel**

From August 2005 until September 2010, I was the Senior Project Executive for Centennial Contractors Enterprises, Inc. My area of responsibility was for P&L of all Centennial operations in the State of Texas. Centennial is primarily a Job Order Contractor (JOC) and we had four stand-alone business units in the state. They were located in Dallas, San Antonio, Houston, and Harlingen.

It took many revisions in order to accomplish the major turn-around needed in Texas. The turn-around was indeed accomplished by utilizing very talented personnel to take over and run the stand alone operations. One of these key individuals was David SanMiguel.

David lead, directed, and turned the TCPN Area "B" JOC contract to a positive profitable site. Thru his leadership and understanding of relationships both with his own people and the customers, he managed to make Centennial's Harlingen Office "a local business" in the Rio Grande Valley area. The success was further demonstrated by his receiving 100% perfect Customer Satisfaction Scores for three continuous years. He also had Zero Lost Time Accidents, and the highest Employee Satisfaction Survey score in the company.

Due to economic reasons, I moved David SanMiguel from Harlingen to run our Dallas/Fort Worth operation. There he was again responsible for building a new customer base and developing client relations to become a trusted advisor to some. David demonstrated his ability to manage change and compete in a "JOC free market" environment. He is very good at molding customer expectations in the JOC arena thru performance management and driving for results with people, processes and passion.

I would highly recommend David to any prospective employer.

Sincerely,



Kenneth K. Eshelman

Driftwoodtx@austin.rr.com

[Dr. Alicia C. Omana, N.M.D., MPH,](#)

Email: drao0621@gmail.com

Cell: 832-851-3456

Office: 281-872-3000

Executive Director, American Council for Holistic Medicine Association

"It gives me a great pleasure to write this recommendation on behalf of Mr. David San Miguel whom I have known and highly respect over the last seven years. While working at Centennial Contractors, Harlingen, TX, he immediately showed his ability to quickly adapt to our system at Texas A&M Health Science Center, School of Rural Public Health, McAllen TX Campus and grasp new concepts to render the most satisfactory services. At Texas A&M Health Science Center, it was quickly realized he was an invaluable asset.

He displayed his management and evaluation skills as well as his innate abilities which were critical for the difficult situations he had to deal with. He was active in coordinating plans which were at the forefront of current technology.

His amiable personality and strong work ethic proved valuable in accomplishing team goals. Mr. San Miguel expertise enabled him to serve as a valuable resource to Texas A&M Health Science Center, School of Rural Public Health, McAllen, TX campus.

Despite his heavy workload demands, he was able to pursue professional growth in addition to maintaining his commitment to family demands attesting his ability to manage a demanding schedule. In my professional judgment, Mr. David San Miguel knowledge and skills rank in the top. His character is exemplary in every aspect.

His integrity is unquestionable by all who come in contact with him. Any company or business would be fortunate to have Mr. David San Miguel as an advisor. He will undoubtedly do well in any program he comes a part of. Thank you for your help and constant support". 05/08/2012.

May 8, 2012, Dr. Alicia C. was David's client



March 27, 2012

To Whom It May Concern

Re: Mr. David San Miguel

Dear Sir / Madam

It is my pleasure to write this Letter of Recommendation on behalf of Mr. David San Miguel. David was our account representative while employed by a local Job Order Contractor. We called on David to assist us with determining Scope of Work; with construction cost estimating; and with remodeling construction.

In all our dealings with Mr. San Miguel, he was always very responsive and timely in his turnaround of information. David is very knowledgeable of the construction process and the value he can give to a busy client by anticipating the next question and being ready with options and answers. He kept us informed on what was going on and we didn't have to keep calling him. He is fair and honest with his subcontractors and provided clear direction.

We would definitely work with David again in the future and have no reservations in recommending him to your company. You'd be hard pressed to find a more loyal, enthusiastic and expert construction professional.

Very Truly Yours

Richard A. Flores, A.I.A.
Staff Architect

References

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

Organization	City	State	Contact Name	Contact Phone
City of Harlingen	Harlingen	TX	Dan Serna	956-245-2051
McAllen ISD	McAllen	TX	Lorena Garcia	956-292-3856
Los Fresnos ISD	Los Fresnos	TX	Dan Cantu	956-832-2412
City of Weslaco	Weslaco	TX	Arnold Becho	956-458-4983
Fort Worth ISD	Fort Worth	TX	Ed Sweeney	817-871-3084
Arlington ISD	Arlington	TX	Richard Flores	682-867-7616

AFD, Inc. Company Profile

Please provide the following:

1. [Adept Facilities & Design, Inc.](#)
2. **Our owners David & Tricia San Miguel have over 45 years of Construction Management, JOC, and Design Build experience combined. Throughout the years the San Miguel's have had the unique opportunity to create strong professional relationships throughout the republic of Texas - Rio Grande Valley, Laredo, San Antonio, Dallas/ Fort Worth have been our operational areas of quality customer service. After years of committed customer service, David & Tricia San Miguel created Adept Facilities & Design, Inc. 2012.**
3. **3110 Lazy Lake Dr., Harlingen, TX., 78550**
4. **Sales Person(s): 5 David & Tricia San Miguel – Texas & Other State Regions
Josh Jones – PGM/Marketing – Texas & Oklahoma
Tracy Olvera – PM/Marketing – North & Central Texas
Zachary San Miguel – PM/Marketing – South & Central Texas**
5. List the number of location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.
**David San Miguel, 9956-873-8995, dsm.afd@gmail.com
Corp Location: Region 1 – (Harlingen) 3110 Lazy Lake Dr., Harlingen, TX. 78550
Region 1(Laredo & RGV area) – 3006 Edgar Allen Poe, Laredo, TX, 78403
And Texas, OK, FL, NM, AR, GA.
Josh Jones, 918-691-2080, jjones@adeptfd.com
Region 10 (DFW area) – 409 Brent Dr., Lewisville, TX, 75057
Oklahoma, New Mexico, Arizona**
6. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
Resume's attached
 - A. Sales
 - B. Sales Support
 - C. Marketing
 - D. Financial Reporting
 - E. Executive Support

7. Define your standard terms of payment.
30 day net
8. Overall annual sales for the last three (3) years; 2013, 2014, 2015
2013: \$327,479 2014: \$791,736 2015: \$1,825,858
9. What differentiates your company from competitors?
A Low Coefficient Advantage/Equivalent Quality Performance utilizing Customer Satisfaction Surveys for performance improvement & aided in the City of Harlingen joining TIPS/TAPS in late 2012 early 2013.

Marketing/Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns
 - d. Co-branded collateral pieces
 - e. Advertisement of contract in regional or national publications
 - f. Participation in trade shows
 1. **An officer has been assigned to this JOC program. Our PGM has the understanding and ability to exercise timely decisions.**
 2. **Along with a partnering culture with our Subcontractors, AFD support our Subcontractors by prompt payment according to work complete. AFD understand the difference between JOC & Hard Bid negotiation; we do not negotiate price – we negotiate quantity, we value engineer, we custom build the SOW according to budget constraint.**
 3. **AFD practices orderly business procedures and a Business Development Manager to comply with this program.**
 4. **AFD has a commitment in partnering with SBE's within the local area for each region. AFD has a QA & QC program in place.**
 5. **AFD is committed to building Professional Relationships for long term and will diligently to build an "A" tailored team for each region.**
2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.
Woman Owned/Minority Owned
Services provided on an "On-Call Basis"
Support local economy by utilizing local subcontractors.
Support the Buy America Act

Value Engineering & Incidental Design included in coefficient during project scoping and throughout construction.

Provide alternative pricing options to maximize budget constraints.

No Surprises, No Change Orders – Firm Fixed Price = Lump Sum Agreement. This is accomplished by company process & procedures. Our team’s detailed scope of work and owner approval before detailed estimating leads to a strong fast execution.

A Passion for Customer Satisfaction.

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

Main priority is to have a constant and consistent message to the market (potential & current owners) about the benefits of Job Order Contracting. Reaching out via JOC Seminars, JOC Whitepapers, JOC Emails and /or articles, Post Cards, etc...

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

\$ 1.8MM in year one

\$ 2.2MM in year two

\$ 3MM in year three

Joshua Jones

Regional Project Manager

918-691-2080 | jjones@adeptfd.com

Summary

Experienced Project Manager with excellent client and project management skills. Action-oriented with strong ability to communicate effectively with, owners, subcontractors and members of the team.

Credentials

- OSHA 30 Training
- Microsoft Project Scheduling
- Primavera P6 Scheduling
- AutoCAD Experience
- Hard Bid Estimating
- Cost Works Estimating Software
- JOC Work Estimating
- Experience with Commercial, Federal, Municipal, University, Healthcare, School Districts and Airport Projects
- LEED Training
- Project Management Software
- Construction Quality Management with Corp. of Engineers
- Hard Bid Experience
- Quality Control
- Reading Plans and Specifications

Experience

- | | |
|--|------------------|
| Regional Project Manager, Adept Facilities & Design, Dallas, TX | 4/2014 - current |
| <ul style="list-style-type: none">• Project managed Job Order Contracts for DISD and South Western Medical.• Managed JOC projects for TIPS/TAPS• Prepare detailed proposals and estimates with RS Means JOC Works.• Prepared detailed scopes of work for various projects and trades.• Develop detailed schedules.• Managed delivery order execution by preparing Work Releases.• Manage Superintendents and Assistant Project Managers.• Developed and managed costs using cost analysis spread sheets and scope summary sheets.• Coordinated subcontractors and materials for multiple projects.• Attended pre-issuance site visits and meetings to determine existing conditions and develop client needs in detail. | |
| Project Administrator, Austin Commercial, Dallas, TX | 8/2013 - 4/2014 |
| <ul style="list-style-type: none">• Worked as Project Administrator for DFW Airport Terminal B Stinger Terminal Addition.• Managed all RFI's, submittals and close Outs.• Prepared all subcontractor contracts and change orders. | |
| Project Manager, Centennial Contractors Enterprises, Lewisville, TX | 2/2008 - 8/2013 |

- Managed DFW Airport Job Order Contract for five years.
- Managed Job Order Contracts for municipalities and universities.

Project Manager, Shaw, McAlester, OK 9/2007 - 2/2008

- Performed work similar to above including superintendent duties on Army Ammunition Plant.

12/2005 - 9/2007

Project Manager, Centennial Contractors Enterprises, Dahlgren, VA

- Performed Work Similar to above at Dahlgren Naval Base.

5/2005 - 12/2005

Field Engineer, Eby Construction, Wichita, KS

- Performed field layout on large expansion project at the Boeing Manufacturing Plant.
- Shot control lines and elevations using Total Stations.
- Figured material quantities on project.

5/2004 - 10/2005

Intern, Oklahoma State University, Stillwater, OK

- Supervised the building of 4000sf pre-engineered building.
- Performed the layout for the foundations, footings and columns.
- Figured all quantities for concrete and other materials.
- Responsible for acquiring all materials and equipment.

5/1997 - 8/2002

Laborer, Cowen Construction, Tulsa, OK

- Developed Skills in building layout using transits and levels.
- Worked on new construction, remodels and additions.

Education

Bachelors, Construction Management, Oklahoma State University, Stillwater, OK 2005

Affiliations

Regional Hispanic Contractors Association

TRICIA SAN MIGUEL

3110 Lazy Lake Dr.
Harlingen, TX 78550

Cell: 956-873-8935
Email: tsm.afd@gmail.com

Summary

Mrs. Tricia San Miguel is a Co-Owner (50%) of Adept Facilities & Design and a leader with proven leadership ability, and excellent organizational management skills. Mrs. San Miguel is a second generation contractor and has been involved with Construction Management for over 15 yrs. she has demonstrated ability to lead operations with increasing levels of performance, commitment to safety, and employee development. Mrs. San Miguel has acquired the knowledge and understanding of diverse cultures throughout the State of Texas and has developed Cross- Cultural Agility & Sensitivity. She has worked and in Laredo, Rio Grande Valley, San Antonio, Houston and surrounding areas, and Dallas/Fort Worth and surrounding areas.

A professional in handling project priorities, developing business, and communications on projects complicated by tight deadlines, and cost constraints. Mrs. San Miguel is a proven strategist reinforcing client expectations. Thorough, detailed and team oriented. She is bilingual in English & Spanish.

Key Objectives:

1. Developing Program Customers locally and throughout
2. Influencing Decisions & Perceptions during contract reprocurements.
3. Capturing & Developing potential anchor contracts.
4. Developing partnerships.
5. Developing a Customs Solutions provider to clients.
6. Define Economic Markets & Market Approach

Specialties Provided:

Project Facilities Management, Project Management, JOC & Design Build Professional Coordination, Market Development Strategy – capturing potential anchor clients, written proposals & proposal oversight, Process Management, Business Development, Presentations, Project Buyout and Cost Control, Contract Negotiations, Risk Management, Customer Satisfaction Relations and Surveys.

Competencies:

- ❖ ACTION ORIENTED, DRIVE FOR RESULTS, PROCESS MANAGEMENT, SELF DEVELOPMENT, LEARNING ON THE FLY
- ❖ CUSTOMER FOCUS, STRATEGIC AGILITY, NEGOTIATING, CONFLICT MANAGEMENT
- ❖ ORGANIZATIONAL AGILITY, TIMELY DECISION MAKING, PROBLEM SOLVING, PRESENTATION SKILLS, INNOVATIVE MANAGEMENT
- ❖ BUILDING EFFECTIVE TEAMS, DEVELOPING & CONFRONTING DIRECT REPORTS, UNDERSTANDING & MOTIVATING OTHERS, MANAGING DIVERSITY, COMPASSION
- ❖ INTEGRITY & TRUST, ETHICS & VALUES
- ❖ CROSS-CULTURAL AGILITY & SENSITIVITY

TEMPERAMENT:

Idealist - Champion (ENFP)

VALUES OFFERED:

▪ Financial Contract Management 1-3 yr. look ahead Contract Forecasts (10% or greater GM after G&A)	▪ Contract Negotiation / Develop Coefficient & Price Adjustment for ea contract using a proven Matrix	▪ Market Development/ Business Development/ Trade Shows/ Conferences/PowerPoint Presentations
▪ Job Estimating – RS Means – Cost Works, JOC works, Progen-Gordian, Lump Sum, Design Build	▪ Safety Enforcement	▪ Budget Management using proven Cost Analysis for ea Delivery Order
▪ Operations Management/ Risk Management/ Contract Reviews	▪ Labor Relations / Sub Outreach/ Subcontractor Relations	▪ Federal Government Project
▪ Training/ Personal Development Plans / Personal Improv Plans	▪ Transportation / Logistics	▪ Preventative Maintenance
▪ Customer(Owner) Negotiations / Customer Satisfaction Surveys/ Creating Strategic Goals for positive Owner relations = profit increase	▪ Project Management/ Scheduling	▪ Project Turn Around with a failing contract.

PROFESSIONAL EXPERIENCE:

Bringing present value to a growing and aggressive organization through applying my background and experience in the day to day operations, business development, marketing, and improving client focus in the Texas Region.

TRAINING:

Additional course work and studies include:

Performance Management Training, Evaluation Interview Training, Process Safety Management

DAVID SAN MIGUEL

3110 Lazy Lake Dr.
Harlingen, TX 78550

Cell: 956-873-8995
Email: dsm@adeptfd.com; dsm.afd@gmail.com

SENIOR OPS LEADER

State of Texas: Healthcare, Federal Government, Higher Ed, K-12 & Correctional, Regional Management Experience

Summary

Mr. San Miguel is an operational leader with proven leadership ability, excellent organizational management skills and a strong P&L track record. Mr. San Miguel has been involved with Construction Management for over 26 yrs. and has acquired over 10,000 hrs of training experience. Demonstrated ability to lead diverse operations with diverse clients with increasing levels of performance, commitment to safety, growth of the bottom line and high levels of client satisfaction and employee development. Mr. San Miguel has acquired the knowledge and understanding of diverse cultures throughout the Republic of Texas and has developed Cross- Cultural Agility & Sensitivity. He has worked and led operations in Laredo, Rio Grande Valley, San Antonio, Houston and surrounding areas, and Dallas/Fort Worth and surrounding areas.

He was instrumental in turning around a failing South Texas operation for a leading national JOC construction company, increased number of clients, Perfect Customer Survey scores 3 years in a row, Received highest score on company Employee Satisfaction Survey, tripled Subcontractor Base, and managed to make the company an “accepted local”. During his new leadership operational role in the D/FW area, Mr. San Miguel managed to mend client relations, salvage & turn around a viable standalone contract with operational performance issues, received perfect scores on Customer Satisfaction Surveys 3 years in a row. A results oriented leader who has successfully improved performance with challenged operations, streamlined process and operations, and refocused teams with measurable and tangible results. He was selected to participate in the company’s Leadership Seminar Training Program endorsed by Senior VP and President/CEO.

A Seasoned Senior Operations Leader – a professional in handling multiple project priorities, developing business, and communications on projects complicated by tight deadlines, technological complexities, and cost constraints. Mr. San Miguel is a proven analyst and strategist reinforcing client expectations, and carefully managing calculated risks. Thorough, detailed and team oriented, with a background in satisfying regulatory requirements, leading and inspiring teams to action - steering multi-site projects throughout the state/region. He is bilingual in English & Spanish.

Company Achievements:

Employee Satisfaction Survey – Highest score National Company Wide
Customer Satisfaction Survey – 56 out of 56 perfect scores, 3 yrs. Straight (South Tex)
Customer Satisfaction Survey – 29 out of 29 perfect scores, 2 yrs. Straight (North Tex)
Zero Turnover Rate – 4 years
Safety – Zero Incidents 4 years

Key Objectives:

1. Developing Program Customers locally and throughout
2. Influencing Decisions & Perceptions during contract reprocrements with anchor clients.
3. Capturing & Developing potential anchor contracts.
4. Developing partnerships for Federal Opportunities, Healthcare, DOD, City & County governments, and Higher Ed, K-12 increasing client portfolio.
5. Developing a Customs Solutions provider to clients near and afar.
6. Define Economic Markets & Market Approach

Specialties Provided:

Project Facilities Management, Financial Project Management, 1 -3 yr. Financial Forecasting, JOC & Design Build Professional Coordination, Market Development Strategy – capturing potential anchor clients, Detailed Scope of Work and Written Proposals & Proposal oversight, Process Management, Business Development, Presentations, Project Buyout and Cost Control, Estimating Process Flowcharts, RS Means Estimating, Contingency Matrix, Contract Negotiations, Scheduling, Risk Management, Customer Satisfaction Relations and Surveys, and Sustainable Building (LEED).

Competencies:

- ❖ **ACTION ORIENTED, DRIVE FOR RESULTS, PROCESS MANAGEMENT, SELF DEVELOPMENT, LEARNING ON THE FLY**
- ❖ **CUSTOMER FOCUS, STRATEGIC AGILITY, NEGOTIATING, CONFLICT MANAGEMENT**
- ❖ **ORGANIZATIONAL AGILITY, TIMELY DECISION MAKING, PROBLEM SOLVING, PRESENTATION SKILLS, INNOVATIVE MANAGEMENT**
- ❖ **BUILDING EFFECTIVE TEAMS, DEVELOPING & CONFRONTING DIRECT REPORTS, UNDERSTANDING & MOTIVATING OTHERS, MANAGING DIVERSITY, COMPASSION**
- ❖ **INTEGRITY & TRUST, ETHICS & VALUES**
- ❖ **CROSS-CULTURAL AGILITY & SENSITIVITY**

TEMPERAMENT:

RATIONAL – THE FIELDMARSHAL (ENTJ)

DIVERSE TYPES OF CLIENTS & CONSTRUCTION PROJECTS UTILIZING JOB ORDER CONTRACTING, IDIQ, MATOC CONTRACTS:

HEALTHCARE:

MERCY HOSPITAL – LAREDO, TX
WIC & DENTAL CLINICS-WEBB Co (LAREDO, TX)
DOCTORS HOSPITAL- LAREDO, TX

Methodist Children’s Hospital – San Antonio, TX
AUDREY MURPHY VA HOSPITAL – SAN ANTONIO, TX
UTSA HEALTH SCIENCE CENTER- SAN ANTONIO, TX

Texas A&M Health Science Center-McAllen, TX
Hidalgo County WIC & Dental Clinics- Edinburg, TX, McAllen, TX
CAMERON COUNTY WIC& DENTAL CLINICS-BROWNSVILLE, TX, HARLINGEN, TX

UTH Health Science Center- Houston, TX
MD Andersen Cancer Hospital – Houston, TX
LBJ Hospital-Harris County (Houston, TX)
WIC & Dental Clinics-Harris Co (Houston, TX)

Parkland Hospital-Dallas County (Dallas, TX)
WIC & Dental Clinics-Dallas County
St. Peters Hospital-Tarrant Co (Fort Worth, TX)
WIC & Dental Clinics-Tarrant County
WIC & DENTAL CLINICS-DENTON COUNTY

CORRECTIONAL FACILITIES:

Carrizales- Rucker Detention Center – Brownsville, TX
Hidalgo County Jail – Edinburg, TX
Laredo County Jail – Webb County (Laredo, TX)
Bexar County Jail- San Antonio, TX
Tarrant County Correctional Facilities-Fort Worth, TX
Dallas County Jail-Dallas, TX
DENTON COUNTY- DENTON, TX

AIRPORT SYSTEMS:

McAllen Airport
San Antonio Airport
DFW Airport-Dallas, TX

K-12 & UNIVERSITIES:

Arlington ISD, Brownsville ISD, Harlingen ISD, La Feria ISD, McAllen ISD, Edinburg ISD
Idea Public Schools, Laredo ISD, United ISD-Laredo, TX, North Side ISD- San Antonio, TX
North East ISD – San Antonio, TX, Dallas ISD, Fort worth ISD, So Texas College-McAllen, TX
Texas A&M International-Laredo, TX, Texas A&M Citrus Center- Weslaco, TX
Texas A&M Health Science Center-McAllen, TX, Texas A&M- College Station
UT PAN AM-EDINBURG, TX, UT San Antonio, UT Health Science Center-Houston, TX
UT Dallas, University of North Texas-Denton, TX

CITIES, MUNICIPALITIES & COUNTIES:

Brownsville, TX Dallas, TX
Harlingen, TX Fort Worth, TX
Edinburg, TX Lewisville, TX
McAllen, TX Plano, TX
Pharr, TX Garland, TX
Laredo, TX Houston, TX
San Antonio, TX

FEDERAL MARKET:

Lackland AFB – San Antonio, TX
Randolph AFB – San Antonio, TX
Fort Sam Houston – San Antonio, TX
Kelly AFB – San Antonio, TX

INTERNATIONAL MARKET:

Nuevo Laredo, Tamaulipas, Mexico
MONTERREY, TAMAULIPAS, MEXICO

VALUES OFFERED:

▪ Financial Contract Management 1-3 yr. look ahead Contract Forecasts (10% or greater GM after G&A)	▪ Contract Negotiation / Develop Coefficient & Price Adjustment for ea contract using a proven Matrix	▪ Market Development/ Business Development/ Trade Shows/ Conferences/PowerPoint Presentations
▪ Job Estimating – RS Means – Cost Works, JOC works, Progen-Gordian, Lump Sum, Design Build	▪ Safety Enforcement	▪ Budget Management using proven Cost Analysis for ea Delivery Order
▪ Operations Management/ Risk Management/ Contract Reviews	▪ Labor Relations / Sub Outreach/ Subcontractor Relations	▪ Federal Government Project
▪ Training/ Personal Development Plans / Personal Improv Plans	▪ Transportation / Logistics	▪ Preventative Maintenance
▪ Customer(Owner) Negotiations / Customer Satisfaction Surveys/ Creating Strategic Goals for positive Owner relations = profit increase	▪ Project Management/ Scheduling	▪ Project Turn Around with a failing contract.

PROFESSIONAL EXPERIENCE:

Adept Facilities & Design, Inc.

April 2011 - Present

Headquartered in Harlingen, Texas, serving institutional, government and commercial clients, performing facilities renovations, repair, rehab and new construction.

Organizational focus - performance based contracting specializing in Job Order Contracting, Design-Build, Indefinite Delivery-Indefinite Quantity (IDIQ) delivered under long term contracts vehicles. Awarded JOC contracts – Choice Partners Coop, TIPS/TAPS Coop, TXMAS JOC contracts & Dallas ISD JOC contract.

Owner/ Director of Operations

Primary Duties:

Contribute to the development and implementation of Corporate policies and procedures in conjunction with the President.

Provide Operations oversight and direction in the following areas:

- Client Development.
- Procedural and process issues.
- Financial issues and reporting processes.
- Subcontractor performance issues.
- Manpower issues and analysis.
- Constructability and technical issues.
- Legal and liability issues.
- Risk analysis and mitigation.
- Special issues.
- Review the performance of all Construction Operations employees working in a specific Market Sector and make recommendations to the Executive Vice President regarding staffing, developmental needs, position evaluations, and compensation.
- Perform monthly project reviews with each project team in a specific Market Sector to include the following major activities:
 - Project schedule, safety, administration, and profitability.
 - Material and equipment procurement.
 - Quality of work.
 - Quality of relationships with Owner, Subcontractors, and A/E firms.

Review and approve the following project administration documents (in consultation with the EVP as required):

- General Conditions and project approach of each project estimate prior to submission to the Owner.
- Project schedule prior to issuance to the Owner and Subcontractors.
- Project Budget as prepared by estimating prior to issuance to accounting.
- Subcontracts and Purchase Orders.
- Contractual notices to Owners and Subcontractors.
- Change Order Requests prior to submission to the Owner.
- AIA Owner Change Orders.
- Subcontractor AIA Change Orders and associated budget revisions.
- Coordinate project mobilization, demobilization and equipment needs with Finance Administrator.
- Work with the accounting department to resolve all project cost issues.
- Review and approve all hourly time sheets prior to input.

Centennial Contractors

Reston, Virginia, operating at more than 45 locations across the nation serving institutional, government and commercial clients, performing facilities renovations, repair, rehab and new construction. Organizational focus - performance based contracting solutions specializing in Job Order Contracting, Design-Build, Indefinite Delivery-Indefinite Quantity (IDIQ) and Custom Solutions delivered under long term contracts vehicles.

- Project Regional General Manager
- Responsibilities for safety, strategic planning
- branding, marketing and organizational vision
- Proposal oversight
- Management and execution of D-B / DBB contracts on regional scales for federal, state, municipal segments addressing multiple contracts simultaneously
- Customer satisfaction

Project General Manager

Centennial Contractors Enterprises, **Lewisville (Dallas), TX**

- Maintained full Profit & Loss responsibility and accountability.
- Project Gen Manager for multi JOC contracts – DFW Airport stand-alone contract, TCPN, Tarrant Coop, CP Coop, and UNT contract.
- Responsible for reviewing design-build project proposals
- Oversee all phases of projects through design, planning, scheduling, and execution.
- Oversight for the preparation of Pre-construction and Close-out Government project submittals.
- Oversight on the implemented project scope and deliverables, create and execute work schedules and ensure compliance with quality control guidelines.
- Interfaced and communicated with Government Representatives regarding project status and coordinated as required to resolve issues with site construction, submittals, and/or contract requirements.

Bringing present value to a growing and aggressive organization through applying my background and experience in the day to day operations, business development, marketing, and improving client focus in the Northern Texas Region.

Developing consistent operating processes and programs and implementing a new project management and accounting system.

Project General Manager

Centennial Contractors Enterprises, **Harlingen, TX**

Leadership and direction of a business portfolio in the IDIQ/JOC arena, and design build construction market. Clients serviced in commercial, Federal, State and Local government and education markets.

Leadership of the local site safety programs, focus on continuous improvement and employee welfare and safe work practices. Introducing new and innovative thinking processes to local market by utilizing JOC procurement method.

Focusing on continuous methods to increase customer satisfaction and earning the opportunity to grow as a trusted adviser to our clients.

Growing and developing new and long term business in the Southern Texas Region.

Project Manager II / Senior Project Manager

Centennial Contractors Enterprises, **Houston, TX**

- Maintained responsibility and accountability for safety, quality, productivity, and customer satisfaction.
- Involved with all phases of projects through design, planning, and scheduling.
- Responsible for the day-to-day activities of multi contracting vehicles.
- Oversee all project activities to ensure projects are completed on schedule, within budget, and in accordance with engineering design.
- Define project scope and deliverables, develop and refine design specifications, create and execute work schedules and ensure compliance with timelines.

- Interfaced and communicated with client regarding project status and coordinated as required to resolve issues with site construction, procurement, and/or engineering design.
- Negotiated contractual terms with clients and analyzed cost of labor and materials to develop competitive bids.
- Reviewed, recommended and approved construction change requests.

Project Manager I

Centennial Contractors Enterprises, **San Antonio, TX**

- Responsible for estimating and project management.
- Reviewed engineering designs, drawings, and other related engineering documents to identify potential problems ahead of time and proactively implement solutions.
- Maintained responsibility and accountability for safety, quality, productivity, and customer satisfaction.
- Coordinated proposed changes in design with consultants and construction manager while maintaining schedule and budget.

Owner

June 1990 – Oct 2004

San Miguel Contracting, **San Antonio, TX**

Formed a construction division for a growing real estate development organization and took it to that of a well-respected general contractor.

Responsible for strategic planning and implementation of company's market expansion into the Federal Market

- Member Senior Executive Leadership Team responsible for planning and implementation of company's entry into the South Texas Regional Market.
- Developed and executed a strategic plan for growth and profitability
- Developed processes & procedures to establish SOP
- Constructed in excess of 1M SF of base building and tenant fit out
- Recognized by the Associated Builders and Contractors for excellence in construction craftsmanship

VP of Ops of successful start-up company that offers construction and remodeling services to clients in the Industrial, Federal Government, Commercial and Residential industries.

Sr Gen Man - Responsible for P & L and construction management for major company renovations and ground up commercial, industrial and institutional construction projects in San Antonio, TX, Laredo, TX & Nuevo Laredo, Tamaulipas, Mexico

Sr PM- Reviewed engineering designs, drawings, and other related engineering documents to identify potential problems ahead of time and proactively implement solutions.

PM - Maintained full accountability for safety, quality, productivity, and customer satisfaction.

Small to medium scale civil / commercial projects ranging from \$0.5 million to \$16 million in size located throughout South Texas and North Mexico.

- ❑ Improved overall company safety performance by implementing aggressive training and awareness programs.
- Improved client satisfaction by improving overall project delivery and responsiveness.
- Streamlined organizational functions and consolidated redundant operations.
- Lead efforts to allow for a major refinance restructuring of the Parent Company

EDUCATION AND TRAINING:

Bachelor of Science in Construction Science and Management, UT San Antonio, TX

Hallmark Institute – AAS – Aircraft Engineering, San Antonio, TX

Hallmark Institute – Airframe & Power plant Cert. Tech

Additional course work and studies include:

Project Management, Scheduling Software, Performance Management Training, Evaluation Interview Training, Process Safety Management, Sprinkler Systems for fire protection, OSHA Safety Certification (30 Hrs.) and Preventative Maintenance Seminars.



ADEPT FACILITIES & DESIGN, Inc.

Job Order Contracting ♦ Design Build ♦ Construction Management

Firm Profile:

About Adept Facilities & Design, Inc.

Adept Facilities & Design (AFD) is a general contracting company specializing in the management and performance of Job Order Contracting (JOC) contracts and Indefinite-Delivery Indefinite-Quantity (IDIQ) contracts for schools, universities, government, and institutional clients.

AFD was founded in 2010 and has since been successfully constructing various projects throughout the State of Texas while building an excellent track record in governmental construction and management.

AFD takes pride in the exceptional working relationships we have attained with our clients, architects, engineers and vendors. These relationships have played an integral part in the successful construction, remediation and renovation of necessary classrooms, office spaces, conference rooms, meeting rooms, dining and other educational facilities, as well as, monuments, historical sites, and municipal facilities such as administration buildings (city halls), fire stations, police stations, libraries, and state health departments. Our services also include Construction Management & Design/Build Services and we have extensive experience in these disciplines. We have earned an excellent reputation for successfully managing multiple projects simultaneous for a variety of clients.

To date, AFD has been awarded three (2) Texas State-Wide Job Order Contracts (IDIQ Contracts) for schools, universities, and governmental agencies, which include TIPS/TAPS & TXMAS (GSA Schedule). These Job Order Contracts are a mix of small & large projects ranging from \$1,000 to \$1.2MM. The cumulative total of job orders (task orders) issued under these two (2) JOCs (IDIQs) is eighty plus and valued at more than \$4,000,000.

AFD uses JOC Estimating Auditing Services for contract compliance and transparency and provide JOC Estimating Services to contractors and A/E firms along with Coefficient Development Services. The primary Unit Price book (UPB) that we use is RS Means Cost Data Books.

AFD also provides JOC Estimating Training for various agencies such as Federal, State, Municipal, Universities, Public Schools, non-profit, contractors, and professional organizations throughout Texas. We have faith in in the JOC procurement method and its positive partnering effects and advantages. Our success is the direct result of our customer’s success.

AFD strongly believes that partnering is the foundation for a successful Job Order Contract and very important in providing a strong and effective liaison among us and client personnel. The partnering process creates a powerful unifying force among project team members and serves as an extension of quality management, producing mutual trust and respect.

<p><u>Specialization</u></p> <ul style="list-style-type: none"> ▪ Job Order Contracts (JOC)(IDIQ) ▪ Construction Management ▪ Design/Build ▪ Performance Based Contracting 	<p><u>Other Information</u></p> <ul style="list-style-type: none"> ▪ Website - http://www.adeptfd.com ▪ Industry - Facilities Services ▪ Business Type – Corporation ▪ Minority Owned Business Enterprise (MBE) • Company Size - 1-10 employees
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Adept Facilities & Design

Warranty/Guarantee Description:

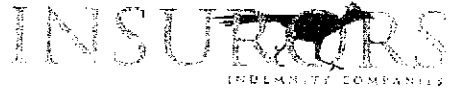
Adept Facilities & Design

Service Information

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

Warranty Information:

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



P&C 877 282 1625
Bonds 800 933 7444

225 South Fifth Street
PO Box 2683
Waco, Texas 76702-2683

February 20, 2015

Adept Facilities & Design
3110 Lazy Lake Drive
Harlingen, TX 78550

To whom it may concern:

We are pleased to have the opportunity to recommend Adept Facilities & Design to you.

We have handled Adept Facilities & Design's bonding in the past and have always found the principals to be of the highest integrity. Single Bonds of \$450,000 have been approved, with an aggregate bonded work program in excess of \$1,000,000.

All normal underwriting checks have confirmed Adept Facilities & Design to be a contractor of the highest quality. All work references have indicated that Adept Facilities & Design has performed as agreed and within the specified time.

We should be able to handle any reasonable bond request by Adept Facilities & Design subject to our underwriting guidelines and the execution of a contract mutually agreeable to all parties.

We ask that you give Adept Facilities & Design every consideration, and if you need additional information, please do not hesitate to call me at 254-759-3821.

Sincerely,

A handwritten signature in black ink, appearing to read "Dee Willis", with a long horizontal flourish extending to the right.

Dee Willis
Contract Bond Underwriter



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			NPP8285179	09/26/2015	09/26/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Fire Legal Liability \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA420000007024	03/31/2015	03/31/2016	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"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS1001060	09/26/2015	09/26/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SBP0001261130	11/20/2015	11/20/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

Adept Facilities & Design, Inc. 3110 Lazy Lake Dr. Harlingen TX 78550-7433	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

Contractor License

State	License Number
Texas	Not Required
Articles of Inc.	Attached
LA.	
VA.	
OK.	
NM.	
AR.	
GA.	
TN.	
AL.	
FL.	

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



North Central Texas Regional Certification Agency

Minority Business Enterprise Certification

Adept Facilities & Design

Minority Business Enterprise

has filed with the Agency an Affidavit as defined by NCTRCA M/WBE Policies & Procedures and is hereby certified
to provide service(s) in the following areas:
541611; 541618;

Administrative Management and General Management Consulting Services; Other Management Consulting Services;

This Certification is valid beginning March 2014 and superceded any registration or listing previously issued. This certification must ne updated annually by submission of an Annual Update Affidavit..At any time there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas Regional Certification Agency.

Certificate expiration March, 2015

Certification Administrator

Issued date March, 2014

CERTIFICATION NO. HFMB60704N0315

Cameron County
Joe G Rivera
County Clerk
Brownsville, TX 78520

00033027



70 2014 00033027

Instrument Number: 2014-00033027

As

Recorded On: September 16, 2014

Assumed Name Certificate

Parties:

To

Number of Pages: 3

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Assumed Name Certificate 28.00
Total Recording: 28.00

***** DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2014-00033027
Receipt Number: 702803
Recorded Date/Time: September 16, 2014 02:32:24P
Book-Vol/Pg: BK-OR VL-20446 PG-164
User / Station: C Ceballos - Cash Station #11

Record and Return To:

THE DE FRANCO CORPORATION
PO BOX 720727
MCALLEN TX 78504

I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Official Public Records in Cameron County, Texas



Joe G. Rivera
Cameron County Clerk

(Acknowledgment Under Oath)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____ who having been by me first duly sworn upon oath, deposed and said: "I have been duly authorized in writing by my principal to execute and acknowledge this legal instrument."

SUBSCRIBED AND SWORN TO BEFORE ME by _____

this the _____ day of _____, 20____.

Notary Public, _____ County, Texas.

THE STATE OF TEXAS

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____

known to me to be the person _____ whose name _____ subscribed to the foregoing instrument, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the _____ day of _____, A. D. 20____.

Notary Public, _____ County, Texas.

16-1432	No.	Certificate of ASSUMED NAME	ASSUMED NAME OF BUSINESS	Address	Filed for Record this _____ day of _____, 20____,	at _____ o'clock _____ M.	Clerk _____	County, Texas.	Deputy _____
						Doc. 00183027	Bk DR 20446	Vol 166	Pg 366
						FILED AND RECORDED OFFICIAL PUBLIC RECORDS On: Sep 15, 2014 at 02:30 PM Document Number: 00183027			
						By Christopher Ceballos Joe Rivera, County Clerk Cameron County			
						FEE \$18.00 Plus 50¢ for each name to be indexed			

(Corporate/Partnership Acknowledgment)

THE STATE OF TEXAS

COUNTY OF CAMERON

Before me, the undersigned authority, on this day personally appeared David San Miguel

of Adept Facilities and Design, Inc.

a (partnership; corporation;) known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said (partnership; corporation;)

Given under my hand and seal of office on this the 15th day of September, 2014

David Franco, Jr.

Notary Public, Cameron County, Texas.





Office of the Secretary of State

CERTIFICATE OF FILING OF

ADEPT FACILITIES AND DESIGN, INC.
File Number: 802050369

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/18/2014

Effective: 08/18/2014



NANDITA BERRY

Nandita Berry
Secretary of State

**ARTICLES OF INCORPORATION
OF
ADEPT FACILITIES AND DESIGN, INC.**

FILED
In the Office of the
Secretary of State of Texas
AUG 18 2014

ARTICLE ONE

Corporations Section

The name of the corporation is ADEPT FACILITIES AND DESIGN, INC.

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is the transaction of any and all lawful business for which a corporation may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is Ten Thousand (10,000). The shares shall have no par value.

ARTICLE FIVE

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$10,000.00, consisting of money, labor done or property actually received.

ARTICLE SIX

The street address of its initial Registered Office, and the name of its initial Registered Agent at this address is as follows:

**David San Miguel
3110 Lazy Lake Dr.
Harlingen, Texas 78550**

ARTICLE SEVEN

The number of initial Directors is (2). The name and addresses of the initial directors are:

**David San Miguel
3110 Lazy Lake Dr.
Harlingen, Texas 78550**

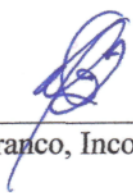
**Tricia San Miguel
3110 Lazy Lake Dr.
Harlingen, TX 78550**

ARTICLE EIGHT

The name of the Incorporator is:

David Franco
David Franco and Associates
P.O. Box 720727
McAllen, Texas 78504

IN WITNESS WHEREOF: I have hereunto set my hand this 14th day of
August, 2014.



David Franco, Incorporator



Job Order Contracting

Design Build

Construction Management

Adept Facilities & Design, Inc. Safety Policies

Adept Facilities & Design, Inc. has had Safety Policy & Procedures at a 1st priority since we founded our company late 2010. Up until this year have we employed Safety Consultants to aide on all our projects.

Safety officers have monitored our workplace activities to ensure that workers comply with company policies and government safety regulations. Our Safety consultants typically have responsibilities pertaining to policy development, safety inspections, safety training and compliance with the federal Occupational Safety & Health Administration (OSHA).

The developing and implementing of safety policies have helped our employees & owners reduce accident-related costs and prevent losses. Our safety consultants determine what policies are needed and solicit input from managers and workers. Once the policy has been finalized, the safety officer alerts workers about the change and monitors compliance. He may also ask each employee to sign a statement acknowledging receipt of the information.

Adept Facilities & Design will ensure to seek the employment of a Highly Qualified Safety Officer to monitor at a 100% full-time position at time of award notice.



CRIMINAL BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

(a) CRIMINAL BACKGROUND CHECK

Subcontractor and/or Lower Tier Subcontractor will obtain history record information that relates to an employee, applicant for employment, or agent of the Subcontractor if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Subcontractor/Lower Tier Sub certifies to the Adept Facilities & Design before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Subcontractor/Lower Tier Sub shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from school property or other location where students are regularly present. Adept Facilities & Design shall be the final decider of what constitutes a "location where students are regularly present." Subcontractor/Lower Tier Sub violation of this section shall constitute a substantial failure.

If the Subcontractor/Lower Tier Sub is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to Adept Facilities & Design with this Agreement showing compliance.

(b) FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the District if the person or 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.

THE FELONY CONVICTION NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION.

I, the undersigned agent for the firm named below, certify that the information concerning criminal background check and notification of felony convictions has been reviewed by me, the following information furnished is true to the best of my knowledge, and I acknowledge compliance with this section.

Firm Name: _____

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

Authorized Company Official's _____
(Please print clearly or type)

Signature of Company Official: _____ Date: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: _____ Date: _____



Job Order Contracting

Design Build

Construction Management

Drug Free Workplace

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

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

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

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

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



Safety Program

Purpose

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

Management Leadership

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

- 1) Safety Coordinators
- 2) Project Managers
- 3) Project superintendents
- 4) Safety Representatives

Safety Manager

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

- Conduct accident/incident investigations
- Identify and implement engineering controls, administrative controls and Personal Protective Equipment (PPE) requirements
- Identify the need for and conduct/coordinate safety training
- Conduct jobsite safety inspections/audits

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

Safety Coordinators

Responsibility and Authority: Overall implementation to include;

- Conduct accident/incident investigations
- Identify and implement engineering controls, administrative controls and PPE requirements
- Identify the need for and conduct/coordinate safety training
- Conduct jobsite safety inspections/audits

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

Project Superintendents

Responsibility and Authority: Overall implementation to include;

- Conduct jobsite *Pre-Construction Safety Orientation* briefing and establish safety requirements with Subcontractor representative
- Compile Job Safety Analysis (JSA) for each Subcontractor work activity
- Monitor day to day Subcontractor safety performance
- Identify, implement and enforce engineering controls, administrative controls and PPE requirements
- Identify the need for and coordinate safety training
- Conduct accident/incident investigations
- Conduct jobsite safety inspections/audits



- Communicate all accidents/incidents to the Safety Coordinator, Operations Manager or Safety Manager immediately
- Issue “Stop-Work Orders” whenever the jobsite becomes unsafe, safe work practices are not being followed or a safety issue arises that cannot be resolved within his scope of responsibility.

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

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

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

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

Employee Participation and Information

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

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

Copies of OSHA’s draft proposed Safety and Health Program Rule, 29 CFR 1900.1, is accessible at all regional corporate offices and temporary jobsite offices including copies of OSHA 29 CFR 1910 and 1926. We also provide access to other information about the standards, including: Assignment of responsibilities under the program, job hazard analysis results, hazard control plans, program evaluation results, lists of alternative duty jobs, records of reports related to the occurrence of injuries and illnesses and the identification of hazards, etc. This and other information about the program can be obtained from Operations Managers or Safety Coordinators. However this information does not include confidential or private information that is of a personal nature, such as medical records.

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

- MANAGEMENT LEADERSHIP
- EMPLOYEE PARTICIPATION & INFORMATION
- SAFETY & HEALTH REPORTING
- HAZARD IDENTIFICATION, ASSESSMENT, PREVENTION & CONTROL TRAINING
- MULTI-EMPLOYER WORKSITES PROGRAM EVALUATION

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



Safety and Health Reporting

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

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

- The nearest medical facility where licensed healthcare providers are available.

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

Hazard Identification and Assessment

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

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

Training

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

- Excavation, Trenching and Shoring Inspector/Monitor
- Scaffold Erector, Dismantler or Inspector
- Ladder Inspector (portable)
- Safety Monitor (roof), Fall Protection User, Trainer or Inspector
- Forklift or Aerial Lift Operator, Inspector or Trainer
- Steel Erector or Inspector
- Confined Space Entrant, Monitor or Attendant
- Heavy Construction Equipment Operator or Inspector



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

Training Requirements

Instruction will be delivered in the following formats:

- classroom instruction (with lecture, discussion, computer-based program, slide presentation, videotape, and/or conference formats),
- practical instruction (with demonstration, practical exercise, and/or hands on instruction formats),
- informal discussion during safety meetings, written materials such as Weekly Toolbox Topics),
- Other instruction methods

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

Training Certifications:

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

Subcontractor Safety Management Plan

Purpose

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

- 1) US Department of Labor
- 2) US Environmental Protection Agency
- 3) Occupational Safety And Health Administration
- 4) Texas Commission on Environmental Quality (TCEQ)

Subcontractors utilize the following documents to confirm that commitment:

- 1) Subcontractor Executed Master Agreement
- 2) Subcontractor Executed Work Release
- 3) Subcontractor Job Safety Analysis Acknowledgement Form



4) Subcontractor Pre Construction Orientation and Safety Briefing Form

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

- 1) Subcontractor's OSHA 300 log for the last five years, or from the date the subcontractor began doing business if this time is less than five years;
- 2) OSHA experience regarding any previous inspections or citations;
- 3) Written safety and health programs as required by the Company and/or the respective client;
- 4) Written subcontractor procedures for at-work incident, injury, illness and emergency response, reporting and investigation requirements;
- 5) Workers' compensation insurance EMR (Experience Modification Rating) information;
- 6) Proof of insurance documented by a current certificate of insurance from the subcontractor's insurance agent(s);
- 7) Documentation of required safety training of subcontractor employees that will be assigned to the respective project, including supervisor, competent person training and site safety representative training;
- 8) Documentation of required Operator Qualification (OQ) and other individual qualifications or certifications as may be required by the project; and
- 9) If required the subcontractors bonding capability may also be considered for Pre-qualification.

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

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

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

Requirements for reporting hazards, incidents, injuries and illnesses

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

- First report will be made to the subcontractor's on-site supervisor or to the project superintendent or site safety representative if the supervisor is not readily available. Reporting should be made without delay to help facilitate intervention and preventive measures. Subcontractor supervisors and/or management will forward any such report to their company contact person so that additional communication can be made and/or actions taken if the company deems this necessary.
- Any on-the-job injury or illness that requires medical attention by a physician or Professionally Licensed Healthcare Provider (PLHP) will be reported immediately to the project point of contact after the individual(s) requiring treatment are in route to medical care.



Statement Regarding Affirmative Action

It is the policy of Adept Facilities & Design, Inc. to promote Affirmative Action and to provide equal opportunity to all employees and applicants for employment; and to administer all terms, conditions, and privileges of employment in a manner which does not discriminate on the basis of race, color, creed, ancestry, national origin, sex, age, marital status, liability for service in the armed forces of the United States, or because of physical or mental handicap in regard to any position for which the employee or applicant is qualified.



Job Order Contracting

Design Build

Construction Management

Felony Conviction Notice:

3.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

X - A publicly held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

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

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

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

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

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

Texas Historically Underutilized Business (HUB) Certificate



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

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

ADEPT FACILITIES AND DESIGN, INC.

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

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

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



North Central Texas Regional Certification Agency

Minority Business Enterprise Certification

Adept Facilities & Design

Minority Business Enterprise

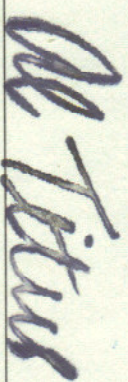
has filed with the Agency an Affidavit as defined by NCTRCA M/WBE Policies & Procedures and is hereby certified to provide service(s) in the following areas:

541611; 541618;

Administrative Management and General Management Consulting Services; Other Management Consulting Services;

This Certification is valid beginning March 2014 and superceded any registration or listing previously issued. This certification must ne updated annually by submission of an Annual Update Affidavit..At any time there is a change in ownership or control of the firm, notification must be made immediately to the North Central Texas Regional Certification Agency.

Certificate expiration March, 2015


Certification Administrator

Issued date March, 2014

CERTIFICATION NO. HFMB60704N0315

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

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful?

(Check one)

___ YES or ___ NO

2. If yes, do you agree to comply with the following federal requirements? (Check one)

___ YES or ___ NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

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

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name _____

Name of authorized representative _____

Signature of authorized representative David San Miguel _____

Date _____

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____

Signature of Company Official: _____ *David San Miguel*

Date: _____

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

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

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

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

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

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree? YES DSM Initial of Authorized Company Official

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

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

Does vendor agree? YES DSM Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2 CFR PART 200 Contract Provisions

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

Does vendor agree? YES DSM Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

Does vendor agree? YES DSM Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

Does vendor agree? YES DSM Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

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

Does vendor agree? YES DSM Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does vendor agree? YES DSM Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

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

Does vendor agree? YES DSM Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

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

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

Company Name _____

Print name of authorized representative _____

Signature of authorized representative David San Miguel

Date _____

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