

TIPS VENDOR AGREEMENT (JOC)

Between E Contractors USA, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 200201 Trades, Labor and Materials (JOC)

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The Vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

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

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

Terms and Conditions

Conflicts with RS Means Unit Price Book

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

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

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

Customer Support

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

Agreements

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

Davis Bacon Act

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates

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

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan,

gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term and Renewal of Agreements

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

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

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

Shipments

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

Invoices

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

Pricing

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

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

Participation Fees and Reporting of Sales to TIPS by Vendor

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

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees

are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review of a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

Smoking

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

Marketing

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

Supplemental agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from

this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Bonding

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

Professional Engineering and Architect's Services

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

Scope of Services

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

Project Delivery Order Procedures

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

Scheduling of Projects

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

Support Requirements

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

Status of TIPS Members as Related to This Agreement

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

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

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

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles

for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

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

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

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

TIPS Vendor Agreement Signature Form

RFP 200201 Trades Labor and Materials (JOC)

Company Name E Contractors USA, LLC

Address 16554 Creek Bend Drive, Suite 200

City Sugar Land State TX Zip 77478

Phone 713-493-2500 Fax 713-493-2501

Email of Authorized Representative rfp@econtractors.com

Name of Authorized Representative Irfan Abji

Title Managing Member

Signature of Authorized Representative 

Date April 03, 2020

TIPS Authorized Representative Name _____

Title _____

TIPS Authorized Representative Signature _____

Approved by ESC Region 8 _____

Date _____

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

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



200201 Addendum 3 E Contractors Supplier Response

Event Information

Number: 200201 Addendum 3

Title: Trades, Labor and Materials (JOC)

Type: Request for Proposal

Issue Date: 2/6/2020

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

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

Dear potential TIPS Vendor,

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

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

Contact Information

Contact: Jensen Mabe, Construction Program Manager

Address: Region VIII Education Service Center
4845

Pittsburg, TX 75686

Phone: +1 (903) 438-6237

Fax: +1 (866) 839-8472

Email: bids@tips-usa.com

E Contractors Information

Contact: Irfan Abji
Address: 16554 Creek Bend Drive
Suite 200
Sugar Land, TX 77478
Phone: (713) 493-2500
Fax: (713) 493-2501
Email: rfp@econtractors.com

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

Irfan Abji

Signature

Submitted at 4/3/2020 1:54:14 PM

rfp@econtractors.com

Email

Requested Attachments

Vendor Agreement

200201_Vendor_Agreement_JOC.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

Vendor Agreement Signature Form.pdf

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

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

Pricing Spreadsheet

Pricing Spreadsheet.xlsx

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

DO NOT UPLOAD encrypted or password protected files.

RS Means Pricing Form JOC

RS Means Pricing Form JOC.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Xactimate Pricing JOC Form

No response

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

References

References.xls

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

Proposed Goods and Services

Goods and Services Line Card.pdf

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

D/M/WBE Certification OPTIONAL

MBE Certification.pdf

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

HUB Certification OPTIONAL

HUB Vendor Detail.pdf

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

Warranty

No response

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

Supplementary

Executive Summary.pdf

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

All Other Certificates

SBE Certification.pdf

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

Logo and Other Company Marks

LOGO_E Contractors color gradient horizontal.png

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

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

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

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

No response

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

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

No response

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

Confidentiality Form

CONFIDENTIAL.pdf

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

Confidentiality Form

CONFIDENTIAL.pdf

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

Bonding Capacity Letter from Surety/Insurance Company

Bonding Capacity Letter.pdf

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

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="Yes"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="Yes"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="No"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="TX"/>
5	Company and/or Product Description: This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="E Contractors is an experienced General Contractor working with Public and Commercial Clients. Our team has managed numerous projects for municipalities, state and local agencies, independent school districts (ISD), colleges, and universities. Our extensive experience with repair and renovation projects through Job Order Contracting (JOC) has resulted in us being awarded competitively bid contracts with Cooperative Purchasing Networks. Thus, allowing our Public Sector clients to manage their facilities with greater efficiency and flexibility."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Irfan Abji"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Managing Member"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="iabji@econtractors.com"/>

9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7134932500"/>
----------	--

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7134932501"/>
-----------	--

11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
-----------	--

12	Secondary Contact Name Secondary Contact Name <input type="text" value="Alejandra M. Cobas"/>
-----------	--

13	Secondary Contact Title Secondary Contact Title <input type="text" value="Principal"/>
-----------	---

14	Secondary Contact Email Secondary Contact Email <input type="text" value="acobas@econtractors.com"/>
-----------	---

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7134932500"/>
-----------	--

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7134932501"/>
-----------	--

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
-----------	--

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Janie Salazar"/>
-----------	---

19	Admin Fee Contact Email Admin Fee Contact Email ap@econtractors.com
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7134932500
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Dora Ramirez
22	Purchase Order Contact Email Purchase Order Contact Email ar@econtractors.com
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 7134932500
24	Company Website Company Website (Format - www.company.com) www.econtractors.com
25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) 45-2741910
26	Primary Address Primary Address 16554 Creek Bend Drive, Suite 200
27	Primary Address City Primary Address City Sugar Land
28	Primary Address State Primary Address State (2 Digit Abbreviation) TX
29	Primary Address Zip Primary Address Zip 77478

30 Search Words:

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

General Contractors, General Contracting, JOC, Job Order Contracting.

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

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

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

Yes

32 Yes - No

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

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

OR

(B) employs at least 500 persons in Texas?

Yes

33 Company Residence (City)

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

Sugar Land

34 Company Residence (State)

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

Texas

35 TIPS administration fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3
6

Yes - No

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3
7

Regular Hours Coefficient

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

Example:

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

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

3
8

After Hours Coefficient

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

Example:

The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45.

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

3
9

Non-Pre-Priced Markup

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

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

4
0

Yes - No

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

4
1

Years Experience

Company years experience in this category?

4
2

Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

4 **NON-COLLUSIVE BIDDING CERTIFICATE**

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

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

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

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

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

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

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

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

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

4 **Filing of Form CIQ**

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

4 **Regulatory Standing**

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

4 **Regulatory Standing**

7 Regulatory Standing explanation of no answer on previous question.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification

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

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

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

5 **2 CFR PART 200 Contract Provisions Explanation**

2 Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

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

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

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

5 **2 CFR PART 200 Contracts**

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

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

Does vendor agree?

5 **2 CFR PART 200 Termination**

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

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

Does vendor agree?

5
5

2 CFR PART 200 Clean Air Act

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

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

Does vendor agree?

5
6

2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

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

Does vendor agree?

5
7

2 CFR PART 200 Federal Rule

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

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

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

58 2 CFR PART 200 Procurement of Recovered Materials

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

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

59 Certification Regarding Lobbying

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

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

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

61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

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

6
2

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?
Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

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

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

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

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

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

YES

6
3

Davis-Bacon Act compliance.

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

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

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

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

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

6 **Indemnification**

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

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

6 Remedies

6

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

Do you agree to these terms?

6 Remedies Explanation of No Answer

7

6 Choice of Law

8

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

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

6 **Jurisdiction and Service of Process**

9 Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

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

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

0

7 **Infringement(s)**

1 The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

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

2

7 **Acts or Omissions**

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

Do you agree to these terms?

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

4

7
5

Contract Governance

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

Yes

7
6

Payment Terms and Funding Out Clause

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

Yes

7 Insurance and Fingerprint Requirements Information

7 Insurance

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

Fingerprint

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

If the vendor has staff that meet both of these criterion:

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

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

None

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

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

8 **Texas Government Code 2270 Verification Form**

0 Texas Government Code 2270 Verification Form
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

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

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

YES

8 1 Logos and other company marks

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

Potential uses of company logo:

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

8 2 Felony Conviction Notice

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

Select A., B. or C.

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

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

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

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

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

No response

84 Required Confidentiality Claim Form

Required Confidentiality Claim Form

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

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

85 Choice of Law clauses for TIPS Members

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

86 Venue of dispute resolution with a TIPS Member

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

87 Attribute deleted as part of an Addendum

88 Indemnity Limitation with TIPS Members

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

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

89 Arbitration Clauses

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

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

90 Required Vendor Sales Reporting

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

91 Solicitation Deviation/Compliance

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

Yes

92 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

93 Agreement Deviation/Compliance

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

Yes

94 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

REFERENCES

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

Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the evaluation process, and the evaluation cannot be

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Fort Bend ISD	James Caylor	james.caylor@fortbendisd.com	281-634-5585
City of Webster	John Warnement	jwarnement@cityofwebster.com	281-316-3711
Fort Bend ISD	Bryan Ray	bryan.ray@fortbendisd.com	281-901-9122

Required Confidential Information Status Form

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

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

E Contractors USA, LLC

Name of company

Irfan Abji, Managing Member

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

16554 Creek Bend Dr., Ste. 200 Sugar Land TX 77478 713-493-2500

Address

City

State


ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

ATTACHED ARE COPIES OF 2 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMAITON REQUEST IS MADE FOR OUR PROPOSAL.

Signature  Date April 3, 2020

OR -----

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

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

Signature _____ Date _____



More than a policy. A promise.

02/20/2020

To: ESC Region 8/The Interlocal Purchasing Systems (TIPS), Pittsburg, TX

Re: E Contractors USA, LLC, Houston, TX

To Whom It May Concern:

FCCI Insurance Company, through its agent, Dane Bubela with Frost Insurance, has provided surety credit to E Contractors USA, LLC for single projects in the \$15MM range, with aggregate work programs of about \$50MM. FCCI Insurance Company is rated "A" (Excellent) with a financial size category of A X by A.M. Best and has a US Treasury Limit in excess of \$50 million.

If E Contractors USA, LLC is awarded a job and requests that we provide the necessary performance and payment bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding, and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between E Contractors USA, LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter. We trust that this information meets with your satisfaction. If you have any questions, please feel free to contact me.

Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Jake Morphey".

Jake Morphey
Senior Surety Underwriter
FCCI Group - Southwest Region
Bond Department
2435 N. Central Expwy., Suite 1000
Richardson, TX 75080
Cell: (254) 749 - 0597
Email: jmorphey@fcci-group.com

CMBL/HUB Vendor Detail	
Vendor ID / Vendor Number	1452741910600 / 490549
Vendor Name	E CONTRACTORS USA, LLC
Vendor Address	16554 CREEK BEND DR SUITE 200 SUGAR LAND, TX 77478-4595 USA
county	FORT BEND
Contact	Irfan Abji
Phone/Fax	713-493-2500 / 713-493-2501
Email Address	iabji@econtractors.com
Website	http://www.econtractors.com
Business Description	E Contractors is an experienced general contractor that assists public sector clients with ground up and renovation projects.
Business Category	<u>Building Construction, Including General Contractors And Operative Builders (02)</u>
Small Business	<u>Y</u>
Service Disabled Veteran	<u>No</u>
CMBL Status	<u>Active Bidder</u>
CMBL Expires	22-APR-2020
HUB Status	<u>Active Bidder (A-Approved; Active Texas certified HUB)</u>
HUB Expires	31-JAN-2021
HUB Eligibility	<u>AS (Asian-Pacific American)</u>
HUB Gender	<u>M</u>
	Commodity items shown above are available for district(s) 11,12,13,14,17,20

THIS CERTIFIES THAT

E Contractors USA, LLC



* Nationally certified by the: **HOUSTON MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): 236220; 237110; 238310; 238320; 238330; 238110; 238390

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

03/03/2020

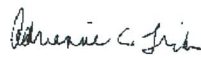
Issued Date

01/31/2021

Expiration Date

HS02997

Certificate Number


Adrienne Trimble



Ingrid M. Robinson, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®



CITY OF HOUSTON

Office of Business Opportunity

Sylvester Turner,
Mayor

E Contractors USA, LLC

is duly certified as a

Small Business Enterprise (SBE)

Certified Categories:

NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING

Certification Number: 18-7-12874S

Carolee D. Wright

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.



CITY OF HOUSTON
 OFFICE
 of
BUSINESS OPPORTUNITY

Sylvester Turner

Mayor

Carlecia D. Wright
 Director
 P.O. Box 1562
 Houston, Texas 77251-1562
 T. 832.393.0600
 F. 832.393.0645
 www.houstontx.gov

July 9, 2018

Irjan Abji
 E Contractors USA, LLC
 5177 Richmond Ave., Suite 130
 Houston, TX 77056

Certification # 18-7-12874S

Dear Irjan Abji:

CONGRATULATIONS! Your application for certification as a City of Houston **Small Business Enterprise (SBE)** is approved for a three year period thru May 31, 2021. The approval is contingent upon your firm maintaining certification eligibility throughout the three year period. Your firm will be required to complete a three year cycle review form to be considered for certification eligibility beyond the three year period. We will provide you with notification to submit the three year cycle review form prior to your firm's three year expiration date.

We have certified **E Contractors USA, LLC**, only for **Construction Management**. You are being listed in the Directory of certified M/W/S/DBE, in the following Directory Capability listing:

NAICS: NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING

The certification covers only the company, that is listed in this letter and on the attached certificate, not any other company with which you may be associated, and only for those specific functions mentioned herein.

Now that you are certified, the adventure begins. You will also receive emails on upcoming contracting opportunities, networking events, and free training. Check our website at www.houstontx.gov/obo/index.html for valuable resource information.

Here is important information that you need to know:

Two months prior to the expiration date of your certification, you will receive instructions on how to complete the Three year cycle Update Form and Affidavit. This form must be completed and returned along with signed copies of your Business Income Tax (Form 1120, 1065 or 1040 All Schedules including Schedule C) for the past three years. Please note that for Tax Returns not yet filed under an extension of time to file, a copy of the extension will suffice. If you do not complete and return the above items, your certification may be revoked.

Also, failure to report company changes to us such as (ownership changes, address, phone number, business structure changes, etc.), or any subsequently discovered material misrepresentation in the certification

E CONTRACTORS

Our approach to successful project completion is simple, we put our clients first.

OUR APPROACH

E Contractors lead with a preemptive approach to construction management, working hard alongside our clients to help; lower project cost, improve quality and minimize construction claims. With the integrity of our business, respect, open communication and transparency, we offer construction management services for clients in core markets focusing on providing cost confidence and expert insight. Our strong startup and commissioning capabilities exceptionally qualifies us to manage multifaceted construction projects. Our approach to successful project completion is simple, we put our clients first and go above and beyond the standard scope to ensure our clients are not only happy but return to us for future project work.

OUR CLIENTS

We are an experienced General Contractor working with Public and Commercial Clients. Our team has managed numerous projects for municipalities, state and local agencies, independent school districts (ISD), colleges, and universities.

Our extensive experience with repair and renovation projects through Job Order Contracting (JOC) has resulted in us being awarded competitively bid contracts with Cooperative Purchasing Networks. Thus, allowing our Public Sector clients to manage their facilities with greater efficiency and flexibility.

OUR COOPERATIVES

E Contractors is an official contract holder of the following construction services.





THE INTERLOCAL PURCHASING SYSTEM

RCSP 200201 Trades, Labor and Materials (JOC)

RFP NO:

200201

SUBMITTED BY:

Irfan Abji
E Contractors USA, LLC
16554 Creek Bend Dr., Ste. 200
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713-493-2500

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SUBMISSION DATE:

April 03, 2020

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1. Executive Summary

E Contractors acknowledges the scope of work defined under this RCSP to include taking all steps necessary to ascertain the nature and location of work; to provide all labor, materials, tools, instruments, supplies, equipment, transportation, mobilization, insurance, subcontracts, bonds, supervision, management, reports, incidentals and quality control necessary to perform the scope for The Interlocal Purchasing System (TIPS) members.

A summary of qualifications as an overview of E Contractors' qualifications to be a vendor of choice for the RCSP includes:

1. **Numerous years of Job Order Contracting (JOC) experience** – E Contractors has five (5) years of operational history in managing JOC work for various municipalities around the state of Texas.
2. **Local Expertise** – Our management team is based and has historical operations experience in the Houston area.
3. **Exceptional Management Team** – With over a century of combined experience, the E Contractors team has the required experience in JOC and has handled multi-million dollars' worth of work for various municipalities. We are fully immersed in projects from commencement to closure.
4. **Strong Subcontractor Relationships** – E Contractors has the depth in subcontractor relationships to handle any size work under a JOC and has an excellent minority and small business enterprise inclusion plan which supports, mentors and qualifies vendors to meet program requirements.
5. **Project Excellence** – E Contractors has an in depth understanding of the project management requirements for JOC. Our systems, which ensure collaboration between stakeholders, ensure successful project completion and delivery of a quality product. Our quality assurance covers all aspects of the construction process from start to finish.
6. **Zero Incidents** – E Contractors is proud to boast of its no safety incidents since its inception. This is achieved by the adherence to a safety program that ensures a safe work environment. Our personnel take a strict approach to safety, and those not in compliant with such measures are requested to leave job sites if corrections cannot be made in a timely manner.
7. **Understanding the Other Side** – Having leadership that understands the JOC process not only from a contractor's point of view, but from a client's perspective as well, boasts E Contractors unique abilities in the marketplace. Our Chief Executive Officer was the former manager for the City of Houston's JOC program. This distinct insight gives E Contractors an advantage in understanding the client's perspective, whereby being able to assist in meeting set program goals.

2. Firm Experience

E Contractors core capabilities since corporate inception is the provision of construction services through JOC for operations, maintenance and capital projects. To achieve our objective of providing construction services that are excellent, efficient, and enduring, we evaluate our clients' needs—from the clients' perspective - establishing expectations that result in a high-quality product and results. We achieve mutual objectives by continuously striving toward perfection with a commitment to perpetual improvement from the beginning and through the duration of every project. Our expansive knowledge base and unlimited access to invaluable resources enable us to deploy any project, anywhere, with unmatched expertise. We understand and stringently abide by construction regulations and labor laws with a proven track record that is a testament to our commitment to excellence.

Relevant Experience – Summary

E Contractors has performed various JOC projects for clients at several Independent School Districts (ISD) through Cooperative based purchases. Under our existing corporate structure and in addition to directly procured services, E Contractors' experience with JOC includes:

- **Lone Star College System**

Since inception, E Contractors has worked on multiple college campuses, providing interior work, painting, doors, hardware, electrical plumbing, HVAC, exterior work, concrete, landscaping, waterproofing, and striping services. Projects with our valued clients include:

- **General Services Administration (Federal Government)**

E Contractors has provided interior build-outs, painting, plumbing, electrical and floor covering services under a JOC contract for the General Services Administration. *Completed Projects cannot be included herein due to strict Federal confidentiality laws.*

- **Fort Bend ISD**

E Contractors has provided interior build-outs, painting, plumbing, HVAC electrical, floor covering, T-building relocations, and concrete services for the Fort Bend ISD.

- **Clear Creek ISD**

E Contractors has supported Clear Creek ISD with multiple projects throughout the school district to include, interior work, concrete work, flooring, T-building relocations, HVAC, plumbing, electrical, and roofing services.

- **Aldine ISD**

E Contractors has supported Aldine ISD with electrical, plumbing, tile work, painting, door installation, and hardware installation, since April 2015. Projects include:

In addition to relevant job order contract experience, E Contractors has worked with:

- NASA
- City of Houston
- University of Houston
- City of Sugarland
- Spring Branch ISD
- Sam Houston State University
- City of Webster
- Texas Department of Transportation
- Gregory Portland ISD
- Corrigan-Camden ISD

Corporate Team

E Contractors has formulated a wealth of innovative construction techniques that, when coupled with a team of highly qualified construction management professionals, results in efficient and streamlined construction projects. Our integrated, high-speed communications infrastructure keeps our personnel connected to tools, data, and other vital touch points every step of the way. We are forerunners in the construction industry with an obligation to satisfy and exceed milestones within budget and in a timely manner dispelling common construction misconceptions.

Construction projects are multi-faceted endeavors involving millions of dollars in assets, subcontractors, and suppliers. We approach each project with the following maxim in mind: create and maintain a productive and safe environment that is cohesive and harmonious between all parties involved. We realize that such complex operations demand unrivaled construction management. E Contractors has provided a level of high caliber construction management on projects that range in complexity and volume within any given geographic locale.

Our construction management team is fully immersed in projects from commencement to closure, including:

- Bid process management and supervision
- Negotiating awarding contracts
- Tools and materials management, including field procurement, receipt of materials, inspection, warehousing and supplying materials to subcontractors
- Comprehensive field administration
- Authorization and upkeep of project operations

E Contractors has cultivated a reputation rooted in safety, excellence, and value-added performance. We are committed to helping small business enterprises and minority and women-owned enterprises, including historically underutilized businesses. We continuously implement the use of robust systems and standards to safely provide superb results, even in the most

perplexing environments. Our comprehensive portfolio and concept-to-completion range of capabilities enable us to consistently meet the client requirements year after year.

We resourcefully leverage our broad network of procurement and building resources, allowing us to universally mobilize our team and subcontractors.

Our collaborative client approach relies on:

- Our collective experience from an expert team and subcontractors
- A commitment to integrating minority and small business enterprises
- Project management
- Environmental stewardship
- Design-build options

Expert Team

E Contractors leverages more than seven (7) decades of combined professional experience spanning core competencies including, construction management, financial advisory, and in-depth project management. Further, our network of resources and human capital is the catalyst for our robust mobilization of skilled construction teams and progressive methodologies, making our expertise an integral component for project success. We secure labor through carefully selected subcontractors that have a demonstrated history of safety performance, excellence, and viable success.

We boast the staffing capability comprised of seasoned construction managers, subcontractors, and resident engineers wherever a client need arises, from staff augmentation to comprehensive construction management. Our expert team includes experience serving public sector clients as well as working within the government; as a result, our expertise is multi-faceted with an exceptional understanding of our client's needs and government requirements. E Contractors also utilizes our expansive experience while managing culturally diverse workforces and regulatory requirements related to small business inclusion.

Additional information related to our expert team is provided in Tabbed Section IV. *Management Plan: Project Organization and Staffing and Qualifications*, and Tabbed Section V. *Contractor's Representatives and Qualifications*.

Minority and Small Business Enterprises Inclusion

This initial base of contractors represents just the start of our vendor base. As the JOC develops, and in an on-going basis, we will grow this base of eligible MBW/SBE subcontractors by recruiting additional subcontractors to support us and by assisting otherwise eligible MBW/SBE subcontractors in applying for certification. Our vendor recruiting function, overseen by our MWBE Coordinator, involves active participation in the City Minority and Women Owned Business Councils, the Hispanic Contractors Association, a quarterly MWBE Subcontractor Fair and guest speaking and attendance at the Black, Hispanic, and Women owned businesses organizations in the city. These organizations, while presenting tremendous opportunities to network with and identify potential contractors, also allows us to monitor the economy and business environment,

to project the affect economic changes may make on the subcontractor market for clients. We propose that with the initiation of a job order request, we will work with leaders of these organizations to identify qualified subcontractors based on the trades that we can expect to utilize on a task order. Our staff has MWBE participation experience working with the guidelines and objectives defined by the state of Texas.

MBE/SBE Program Success

We recognize that our subcontractors are vital to the success of our projects and have demonstrated great success in encouraging MBE/SBE participation in all forms of the work we execute, at both the individual project and overall company level. Most of our JOC programs are for public clients with specified goals for small business utilization. We have actively tracked our MWBE utilization over the last five years and have determined that the nature of our work has generated extremely high degrees of small business utilization, as a natural outcome of our deliberate and fair procurement process. We are proud to have been able to consistently exceed our client's expectations by implementing an active MBE/SBE outreach that maximizes the participation of their businesses through our work. Different clients have developed different measures for utilization, but in all cases, a key part of the contractor's success is measured in their performance in these critical areas.

Good Faith Efforts

Our minimum good faith efforts include:

- Dividing the contract work into reasonable scopes in accordance with prudent industry practices.
- Sending written notices containing adequate information about bonding, insurance, plans and specifications, scope of work, and other requirements of the contract to all qualified MWBE's (HUB, MWBE, and Small Businesses).
- Advertising in general circulation, trade association, and minority/women focused media concerning subcontractor opportunities.
- Assisting non-certified MBE/SBE to become certified.
- Negotiating in good faith with qualified MBE/SBE's, without rejection of less responsive MBE/SBE bidders, but rather, review rejection reasons and coach them in ways to become more responsive for future bids.

In addition, we are committed to:

- Assigning an MBE/SBE coordinator for the life of the contract.
- Reviewing budget estimate line items to identify MWBE subcontracting opportunities.
- Identifying three qualified MBE/SBE's per major trade and discuss the project and encourage them to submit a proposal.
- Schedule and hold an MBE/SBE subcontractor outreach conference at our corporate headquarters office.
- Continued participation in the Minority/Women construction trade associations program, including Hispanic Contractors Association, Black Contractors Association, Asian Contractors Association, National Association of Women in Construction, the Hispanic Chamber and the African American Chamber.
- Hosting an annual subcontractor/material supplier appreciation mixer.

Subcontractor Award

With our Texas experience, we have pre-qualified MBE/SBE subcontractors, to include specialty subcontractors, to support this project immediately. Our pre-qualified subcontractor data base includes a large percentage of MBE/SBE. Prior to the award of any subcontract, a bid analysis is conducted jointly with the apparent awardee to ensure their price and technical offering includes all aspects of work and does not contain any errors. If errors are discovered, the apparent awardee is afforded the opportunity to make corrections. Our responsibility as the Prime Contractor is clear and comprehensive; we believe it is our responsibility to create an efficient construction environment where subcontractors can profitably and quickly execute their work.

Mentoring

E Contractors awards most of our subcontractor work in a competitive environment, where price and technical proposals are sought via an invitation from a group of MBE/SBE contractors. We use a determination of work complexity to match prospective contractors to a project, therefore ensuring potential subcontractors are competitively proposing with other MBE/SBE firms with similar capabilities. In all cases, potential subcontractors will be given feedback on their proposal based on cost and technical merit, to help them improve their offerings in the future. In rare occasions where a vendor seems to be unable to meet the technical or cost requirements, we conduct a review with the vendor to determine what may have influenced our decision.

Pre-Qualification Process

Our pre-qualified process is intended to measure a vendor's capabilities. This mutual benefit ensures a large pool of capable and qualified, cost-effective, and reliable vendors with growing capabilities to better support our need to execute projects. We desire to grow this pool and, while adding new vendors on an on-going basis, we are also committed to the development of additional skills and capabilities in existing vendors - another method of growing the value of the vendor pool.

From our pre-qualification process, we will determine if a vendor needs the technical, management or financial capabilities to achieve their max potential in accordance with their growth desires. Vendors who lack the capabilities but demonstrate the desire will be mentored with a specific business mentorship program tailored to their needs. Areas which MWBE contractors may need mentoring support include:

- **Project Operations** (scheduling, subcontracts, inspection, testing, project documentation, project management technology)
- **Business Operations** (accounting and finance, human resources, safety and health plan development, payroll administration)
- **Business Development** (bidding and proposals, marketing materials)
- **Technical Skills** (information gathering, engineering, architecture, code compliance, office automation).

Mentorship is an active process which takes the time and attention of our project management staff. For this reason, our ability to mentor vendors is not unlimited. Therefore, at any time, mentorship will generally include several eligible MWBE subcontractors. The Mentorship program

is designed to share the technical and management skills of our project management staff with the subcontractors. Unlike most resources, knowledge and education is not infinite and it is our goal to make subcontractors more efficient and more profitable - the result is a greater level of reliability and responsiveness to our Clients and us.

Project Management and Quality Assurance

Project Management

E-Contractors' project management approach is based on many decades of experience in managing projects to contract expectations and firm capabilities. Our continually evolving expertise relies on standard practices, which includes a definitive lifecycle of specific milestones for any project. The success of a project is further enhanced by a constant flow of communication initiated by E Contractors between all stakeholders. The critical challenge for E Contractors, or any JOC contractor, is working within a dynamic environment and coping with frequent unexpected events. Despite meticulous planning and risk management processes, encountering the unexpected is something that is inevitable.

E Contractors experience has led the company to develop a unique four point approach in project management. Each specifically assumed on its own time schedule throughout the life of a project.

1. Collaboration

Since project progress depends on the contribution of individuals who represent different disciplines and are affiliated with different parties, collaboration is crucial for the quick development and smooth implementation of solutions. Early communication with stakeholders becomes a necessity in not only understanding the scope of a project and the intended outcome, but the level of commitment from the various subcontractors and suppliers; the resources available to the entire team to accomplish the desired result; establishing a firm commitment from all the stakeholders to expected project timeline; and a pledge from all to adhere to set standards of safety. A site visit with the client would be one of the first steps in developing a scope of work as well as in assessing working conditions, identifying potential hazardous materials and in determining the number and scale of subcontractors needed to accomplish the task. Meetings with subcontractors prior to engagement and throughout the project lifecycle, ensures thorough understanding of the scope of work assigned to them, thereby delivering a successful and transparent service to the client.

2. Preventing Major Disruptions

E Contractors manages and plans for unforeseen disruptions by taking a proactive approach and building the capacity to react. Each planning cycle is re-evaluated to ensure a fallback plan is in place, in the event of a disruption. Scheduling, a key component to a project lifecycle, would therefore need to be shadowed by a secondary plan in case there is an issue that would increase allocated timing. These types of redundancies ensure the project milestones are met, even in the case that unforeseen events alter the normal course of the project lifecycle.

3. Maintaining Forward Momentum

In the case when unexpected events do occur, one task quickly impacts others, thereby creating a chain effect. Therefore, E Contractors resolve issues as soon as they emerge, ensuring there are no negative impacts to work progress. Communication becomes key in setting expectations as they change for all stakeholders. A simple event such as a subcontractor's employee not showing up for work could have grave consequences, should the work entail sectioning off areas for the work to occur, as it may further interrupt traffic flow, employee scheduling or timelines for other unrelated parties. Anticipation is therefore a necessity in project management. Flexibility in mobilization and in finding on the spot solutions becomes critical to the momentum, a practice that E Contractors excel in.

4. Evaluation

Project management success is not limited to accomplishment of milestones, but should also encompass the learning of a process to better enhance future projects. It is with that, E Contractors conducts periodic review of all input from all Field Supervisors in understanding the relationships with subcontractors, time commitments and adherence to safety. The learnings are then discussed and incorporated in the process for future projects.

Quality Assurance

E Contractors will ensure that the construction, including that of subcontractors and suppliers, complies with the requirements of the contract. Our Quality Assurance Program typically covers all construction operations, including both on-site and off-site activities, and coordinates with quality control measures that include monitoring of source materials and field work to ensure conformance with the required standard of quality established in the contract documents.

E Contractors utilizes a Three Phase Quality Assurance Program, which was adapted from the US Army Corps of Engineers 3 step inspection process. The Preparatory Inspection assures the installing crew for construction activities has been thoroughly briefed on the performance standards before the first definable feature of work is performed; assuring that all submittals have been approved; and the installer possesses the requisite information, drawings and specifications necessary to perform the work.

Upon approval of the Preparatory Inspection, the specific subcontractor is released to perform one day's worth of work. The work is then inspected to ensure conformance to the agreed upon standards before additional work can be authorized to ensure adherence to agreed standards. Should a problem be discovered, corrective direction is provided, and the subcontractor is released to perform an additional day of work, which is inspected again. After passing the initial work inspection, the subcontractor is released to perform work on a broader basis with follow-up inspections thereafter, to maintain continued conformity. This process is designed to virtually eliminate rework and any delay in schedule while increasing subcontractor profitability, which translates to more competitive bids in the future.

Quality Assurance Program Procedures

Our Field Supervisors conduct and implement the following Quality Control procedures for each definable feature of work:

Preparatory Inspection:

Prior to the start of each separate definable segment of work or prior to the start of work, where a change in a construction operation is defined by E Contractors, a coordination meeting is held between the E Contractors Field Supervisor, supervisory and quality control representatives of all appropriate subcontractors. The purpose of the meeting is to ensure there are no misunderstandings regarding the quality as well as the technical requirements of the contract. The E Contractors Field Supervisor and the subcontractor's superintendent(s) will be on-site at all times during the work being performed and will have the authority to effectively resolve any Quality Control issues that may arise, including stopping work. The following minimum items are reviewed at the quality assurance meeting:

- Contract requirements
- Shop drawings and submittals
- E Contractors Quality Assurance Program requirements
- Adequacy of previous operations
- Availability of required materials and equipment
- E Contractors Quality Assurance inspections and tests
- Customer's Quality Assurance inspections and tests
- Familiarity and proficiency of E Contractors and subcontractors' workforce to perform the operation to required workmanship standards
- Any other preparatory steps dependent on the specific operation

The E Contractors Field Supervisor chairs the preparatory coordination of the meeting, the results of which are documented by separate minutes prepared by the Field Supervisors and attached to the Daily Quality Assurance Summary Report.

Initial Inspection:

Upon completion of the scope of work and prior to the start of a new or changed operation, E Contractors Field Supervisors and the subcontractors' Superintendent(s) meet to review the adequacy of the work accomplished. The subcontractor is responsible for scheduling the Initial Inspecting in a timely manner so that the work is not delayed or hindered. At a minimum, the following items will be checked at the Initial Inspection meeting:

- Review minutes of the preparatory inspection meeting
- Conformance to contract drawings, specifications and the accepted shop drawings.
- Submittal of the representative sample of work.
- Adequacy of materials and articles utilized
- Adequacy and results of inspection and testing methods
- Adequacy of safety and environmental precautions

Once approved, a representative sample becomes the baseline of quality by which on-going work is compared for quality and acceptability. To the maximum extent, approved representative samples of work remain visible until all scope of work in the appropriate category is complete.

During this inspection, all issues with non-compliance work is resolved. The initial inspection is repeated for each subcontractor that works on-site or at any time acceptable specified quality standards are not being met. The results of the initial inspection are documented by separate minutes prepared by the Field Supervisor and attached to the daily quality control summary report.

Follow-up Inspection:

Daily inspections through completion of a project are performed to ensure continual compliance with contract requirements, including control testing. The inspections are recorded in the QC documentation. Final follow-up inspections are conducted, and all deficiencies corrected prior to the start of additional scope(s) of work, which may be affected by the deficient work. Deficient work is not built upon nor concealed and is clearly explained on the daily report under Items of Concern and noted on the Items of Concern Punch List.

Additional Preparatory and Initial Inspections:

Additional preparatory and initial phases are conducted on the same definable scopes of work as determined by E Contractors if the quality of on-going work is unacceptable; if there are changes in the on-site production supervision or work crew; if work, on a definable feature, is resumed after a substantial period of inactivity; or if other definable issues occur.

Pre-final Acceptance Inspection:

When work is completed, the Project Manager conducts a Pre-final Inspection and prepares a list of deficient or incomplete items (Punch List) discovered during the inspection. The Punch List is transmitted to the subcontractors for correction of the deficient or incomplete items. Following correction of the deficient or incomplete items, the Project Manager would notify the client representatives when a Final Acceptance inspection could be conducted.

Punch List:

During Pre-final or Final Acceptance inspections, work that is found to be incomplete or in nonconformance with the contract requirements are identified on a Punch List. The Punch List will be distributed to the client representatives as well as to the subcontractors and posted at the site where the nonconformance work has occurred. Pre-final Punch Lists are normally cleared within seven (7) working days.

Final Acceptance Inspection:

After E Contractors has completed all items on the Punch List (generated from the Pre-final Acceptance Inspection) a request for Final Acceptance Inspection no the definite date is requested.

Total Quality Management for Each Phase, Including Closeout and Commissioning:

E Contractors understands the critical importance of the closeout/commissioning process and how it relates to the overall success of a construction project. We will work with the owners and architects to effectively manage the closeout and commissioning process to ensure the fulfillment of all regulatory requirements for a complete and successful transition. Additionally, we will ensure timely delivery of all closeout requirements, including, but not limited to, operation manuals, record documents, as-built drawings, record approved submittals, samples, warranties and/or any vendor training.

To curb latency and be ahead of the busy market in order to continually improve our processes, we have implemented a closeout conference as standard practice on all projects. This closeout conference occurs at approximately 80% of substantial completion and encompasses subcontractors, suppliers, and manufacturer organizations.

Environmental Stewardship

Our sustainability initiative envisions meeting the needs of E Contractors' clients while directing business in a socially, economically, and environmentally accountable manner to the benefit of both the community and the client, thus creating value. E Contractors aids in protecting the environment, energy conservancy, protect lives and fortifying local economies and social structures of communities in which our people work and live. We epitomize the very definition of leadership in environmental responsibility. We truly believe it is more than a mere responsibility - it is our unyielding commitment.

As a renowned front-runner in sustainable construction management and development, E Contractors integrates sustainable construction standards into each project we manage and oversee. We also implement recognized energy and environmental philosophies, striking a harmonious balance between operational practices and innovative ideas. Our distinguished model safeguards that aesthetics align with client goals simultaneously upholding energy efficacy, conservancy of natural resources, safety, and durability for a continued sustainable and environmentally friendly future.

3. Previous Development and Execution

E Contractors leads construction management in a pre-emptive manner in order to meet client requirements and expectations, manage costs, improve quality, and minimize disruptive events. Our approach is built on the premise that collaboration is key in all steps of the process. Without this foundation of collaboration and communication, organizations either fail to achieve goals, or success is limited and short-lived. E Contractors remains a strong presence with its clients every step of the way, both leading and assisting where needed, ensuring a successfully completed project for the client. E Contractors has worked closely with our current JOC clients in forming a tailored solution for each of their needs. Our approach, while customized to meet the specific needs of each client, follows the same basic steps.

- **Understanding:** Assessing the current workloads and preparing to plan. This entails the onboarding meetings with the client in understanding their future anticipated needs based on historical analysis.
- **Visioning:** Deciding on the resource allocation for the work envisioned and planning an adequate resource mobilization strategy.
- **Scheduling Analysis:** Analysis of time allocation and planning of the intended time requirements for each project. Allowing for committee and/or board approvals, if any.
- **Developing and Communicating the Strategy:** Jointly planning on a systematic strategy, if one is not present, in communication of workflow with all stakeholders. Outlining deliverables and timing of the same.
- **Execute the Strategy:** Assigning responsibility to the appointed personnel, allocation of resources, and management support.
- **Monitor the Strategy:** Check the results of actions.
- **Update the Strategy:** Record results and reassess the strategy providing feedback when required and documenting changes to enhance efficiency.

4. Firm Awards and Accolades

E Contractors utilizes project feedback on an on-going basis to improve existing contracts and prepare for future engagements. As a result, we have recently implemented a Client Evaluation Process that provides us with valuable information and supports our effort to improve quality. Due to the nature of our business in which parties operate simultaneously and collaborate within groups (i.e. Client, Contractor, Subcontractors, etc.), information sought is generally relationship-specific in addition to transaction-specific. The feedback sought is based on the client's goals, the achievement of the stated goal, the methodologies used to attain such goal and the overall satisfaction of the accomplishment by E Contractors. This feedback process has enabled us to improve our results and better service our clients.

Cooperative Awards

- Awarded Buy Board Job Order Contracting (RS Means) Contract
- Awarded Choice Partners Job Order Contracting Service Contract
- Awarded TCPN Cooperative Job Order Contracting Service Award (TX)
- Awarded Region 19 National Job Order Contracting Award

Certifications

- HUB Certification, State of Texas (Vendor #490549)
- Minority Certification, Houston Minority Supplier Development Council (Certificate #HS02997)
- SBE Certification, City of Houston
- Hire Houston First Certification (HHF#20157254)

Accolades

- Inc. 5000 2020 No. 162 Fastest Growing Companies in Texas
- Inc. Magazine's 2017 No. 200 Fastest Growing Company in America
- 2019 No. 946 Fastest Growing Company in America
- Houston Business Journal 2019 No. 23 Fastest Growing Private Companies in Houston
- Subcontractors USA Top 25 Prime Contractors award for both 2018 and 2019

5. Safety Record and Program

E Contractors has a strong commitment to provide a safe workplace and to establish policies promoting high standards of employee health and safety while delivering to the client a high-quality completed project. In keeping with our commitment, it is the company's intent to maintain a Positive Safety Program. Our employees and subcontractors will conduct both themselves and their work in a safe manner consistent with good construction and industry practices. Responsible for achieving our safety goals are our site superintendents, project managers, and the safety manager, with the support of company management.

With these objectives in mind, our program consists of:

- Furnishing each jobsite with a safety package, enabling the site supervisor to maintain a positive safety program regarding weekly site safety meetings, safety inspections, accident/incident prevention, proper personnel training, practicing work habits consistent with our industry and trade, maintaining housekeeping above an acceptable level, and monitoring tools and equipment.
- Adhering to OSHA requirements with written policies in hazardous communication procedures.

Safety Record

At E Contractors, we take safety very seriously, and as a result, can claim *no accidents or injuries in the history of the firm*. E Contractors' presents a Risk History Report from the National Council of Compensation Insurance (NCCI) as an appendix to this section verifying no accidents or injuries.

Safety Program

E Contractors understands that preventing workplace injury and illness takes precedence over operating productivity. To the greatest degree possible, management provides safeguards for personal safety and health, in keeping with the highest standards. We strive to maintain a Safety Program that conforms to industry best practices. To continue with our successful safety record, our program embodies proper attributes towards injury and illness prevention on the part of our employees and partners. The objective of the plan is to reduce the number of workplace incidences to an absolute minimum, not merely in keeping with, but surpassing the best experience of operations like ours. Our goal is zero accidents and injuries, which we are proud to say, is something that we have achieved since inception.

E Contractors' presents a summary of our Safety Program as an appendix to this section.

Workmen's Compensation Modifier

E Contractors' presents a summary letter from the National Council of Compensation Insurance (NCCI) outlining their Workers Compensation Modifier as an appendix to this section.

The modifier rating which was defaulted to 1.0 is because we as a company do not pay enough premium for us to be rated by the NCCI. As attested by the accompanying Risk History Report, E Contractors has no accidents, injuries nor lost time incidents. We feel that this modifier rating does not correctly reflect our historical safety record and ask the readers of this proposal to pay attention to this fact.

6. Project List Claims

We are proud to state that E Contractors has delivered all projects on time. In addition, we have never defaulted on a contract. Our on-time success is the direct result of a regimented approach to construction services, as well as total commitment to client satisfaction. We continually strive for excellence by providing our clients with complete transparency, anticipating possible issues and making sure we keep the promises we make. To provide construction services that are excellent, efficient and result in a high-end product that meets or exceeds client expectations, we evaluate our clients' needs – from each client's perspective.

Claims, Judgements, and Arbitrations

E Contractors have a pending lawsuit against Lightning Inc. Our pending lawsuit is in lieu of Lightning not paying their employees, vendors, and not performing their work as per plans and specifications. ***This Dispute is Pending Mediation.***