# VENDOR CONTRACT

# Between SERVPRO Disaster Recovery Team and

# THE INTERLOCAL PURCHASING SYSTEM (TIPS/TAPS)

For

# DISASTER RESTORATION AND EMERGENCY RECOVERY SERVICES #01072513

# **General Information**

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

The following pages will constitute the contract between the successful vendors(s) and TIPS/TAPS. 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/TAPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

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

# **Terms and Conditions**

#### Freight

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

#### **Warranty Conditions**

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing. (Or for commodity category appropriate for refurbished equipment, products may be "refurbished" but must be clearly represented as refurbished.)

#### Vendor Support

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

#### **Contracts**

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

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

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

#### Tax exempt status

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

#### **Assignments of contracts**

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

#### **Disclosures**

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

#### **Renewal of Contracts**

All contracts are for a period of one (1) year with an option for renewal for 2 consecutive years before this category is subject to public bid. (Except the Commodity Category of Trades, Temporary Labor and Materials will be a 12 month contract with No Option for Renewal. Trades, Temporary Labor and Materials will go to public bid every 12 months.)

#### **Shipments**

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

## Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS/TAPS participant. Each invoice shall include the TIPS/TAPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS/TAPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS/TAPS and the TIPS/TAPS participant.

#### **Payments**

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

#### ricing

The Vendor contracts to provide pricing to TIPS/TAPS and its participating governmental entities that are the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS/TAPS members at a price lower than can be obtained thru the TIPS/TAPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS/TAPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS/TAPS of an increase.

All pricing submitted to TIPS/TAPS shall include the Two Percent (2%) participation fee to be remitted to TIPS/TAPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

## **Participation Fees**

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS/TAPS on a bi-monthly scheduled report. (Vendor may submit sales monthly on their own. TIPS/TAPS will email a Bi-Monthly Submission Report to each vendor on November, January, March, May, July and September. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS/TAPS contract. Report may be sent to TIPS/TAPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

#### **Indemnity**

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

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

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

# Multiple Vendor Awards

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

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

## Purchase Order Pricing/Product Deviation

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

## Cancellation for non-performance or contract deficiency

TIPS/TAPS may terminate any contract if Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS/TAPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS/TAPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

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

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

## Member Purchasing Procedures

- Purchase orders are issued by participating member to the awarded vendor indicating on the PO "Per TIPS/TAPS Contract". Copy of the PO is faxed to TIPS/TAPS at (866) 839-8472.
- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating member directly.
- Awarded vendor receives payment directly from the participating member.

 Awarded vendor reports sales bi-monthly to TIPS/TAPS (unless prior arrangements have been made with TIPS/TAPS to report monthly).

#### orm of Contract

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

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

#### Licenses

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

#### **Novation**

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

## Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by 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 Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until 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 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.

~moking

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

#### voices

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

#### Marketing

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

#### Supplemental agreements

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

#### Legal obligations

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

#### audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS/TAPS Member that utilizes this Contract. TIPS/TAPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS/TAPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members.

Notwithstanding the foregoing, in the event that TIPS/TAPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS/TAPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS/TAPS.

#### Force Majeure

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

#### Services

When applicable, performance bonds will be required on jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS/TAPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

#### Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS/TAPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

## **Project Delivery Order Procedures**

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

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

#### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". 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 member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

#### upport Requirements

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

TIPS/TAPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS/TAPS project files, documentation and correspondence.

Any Other Special Terms and Conditions (Not Listed Above) To Be Co	onsidered by TIPS/TAPS:
Vendor Profi	ile
.1. Minority/Women Business Enterprise (Required by some participati	ng governmental entities)
Vendor certifies that company is a HUB M/WBE	X Yes No

(If yes, vendor must provide certificate in Vendor Profile Section of proposal)

1.2. Certification of Re	esidency (Required b	y the State of Texas)		
Company submitting	ng bid is a resident bid	lder.		X Yes No
Vendor's principal p	place of business is in	the city of Houston	State of <u>Texas</u>	A 100 110
1.3. Felony Conviction	Notice (Required by	y the State of Texas)		
My firm is, as outli	ned in the Instructions	s to Bidders:		
A publicly held	corporation; therefore	e, this reporting require	ment is not applicable	2.
X Is not owned or	operated by anyone w	who has been convicted	of a felony.	
If the 3 <sup>rd</sup> box is che	cked a detailed expla	g individual(s) who has	have been convicted	of a felony: attached on separate sheet.
ii the 5 box is eller	eked, a detailed expla	nation of the names an	d convictions must be	attached on separate sheet.
1.4. Pricing Information	on			
1.4.1. In addition to the	ne typical unit pricing	furnished herein, the V	endor agrees to furnis	sh all current and future product
at prices that are	e proportionate to Dea	aler Pricing.	X  Yes	No
If answer is no,	attach a statement de	tailing how pricing for		nts would be calculated.
<ul><li>1.4.2. Pricing submitte</li><li>1.4.3. Vendor agrees t</li></ul>	to remit to TIPS/TAP	PS/TAPS participation	fee.	X Yes No
1.4.4. Additional disco	ounts to TIPS/TAPS	S the required 2% parti members for bulk quan	cipation fee.	X Yes No
1.4.4. / Idditional disci	ounts to TH 5/TALS I	nembers for bulk quan	ittles:	Yes X No
Prices are guar	anteed for (Stor	adoud Time is "Town of	C4	
🗆 🗆 IVI	onth(s); or	$\_$ $\Box$ Year(s);	or A Tel	rm of Contract
Vendor contact res	sponsible for collecti	ng sales information a	and paying the 20% de	ue to TIDS/TADS
	Gary Shoemake	ag saics information :	and paying the 2 /6 th	de to TH S/TAFS.
Email:	gshoemake@serv	2ro9734 com		
		5107754.00111	<del> </del>	
Telephone:	281-832-9170			
1.5. Vendor Service				
1.5.1. Average shippir	ng time after receipt o	f customer order is	working da	vs.
1.5.2. Which description	on best describes you	r company's position is	the distribution chan	nel?
Manufacture	er direct		tion/government resel	
Authorized	distributor	☐ Manufacturer r	narketing thru reseller	
☐ Value-added	d reseller	X Other Service		
1.5.3. Company experi	ience in this commodi	ity/category. 44	Years	
The Vendor can	provide services and	or products to all 50 U	C Ctatas?	V v Dv
If answer is no.	please list which state	es can be served	5 States:	X Yes No
	product state	s can be served		
Company and/or Pro	duct Description:	(This information will a	appear on the TIPS/TA	APS website for your company,
if awarded a TIPS/TAPS	contract.) Limit 2500	characters.		
See following page				

#### Restoration Services

SERVPRO Disaster Recovery Team provides fire and water damage restoration services. We are available 24 hours/7 days a week and are ready to restore damage to your structure caused by water damage, fire damage, disaster, storm and flood damage and mold damage.

#### Water Damage:

Basement flooding or storm damage doesn't wait for regular business hours and neither do we. We respond to your water removal and cleanup needs. Our fast response time and advanced drying methods help prevent secondary damage and mold. Common causes of water damage are flooding caused by severe weather, plumbing leaks, sink, bathtub or toilet overflow and sewage backup.

#### Fire Damage:

We understand that smoke and fire damage is both devastating and disruptive to your family or business. SERVPRO Disaster Recovery Team responds quickly to repair fire, smoke, and soot damage, including fire damage cleanup, smoke and soot damage cleaning and repair, cleaning the contents and belongings, eliminating fire and smoke odor and deodorization.

#### Mold Remediation:

Mold can present serious health concerns and can spread quickly through your business if left unchecked. SERVPRO Disaster Recovery Team utilizes proven mold remediation techniques and state-of-the-art equipment to protect you and your property. SERVPRO Professionals can assist you with mold remediation, concerns about black mold and mold inspection and prevention.

#### Biohazard Remediation:

Exposure to biological and chemical contaminants can pose serious health consequences. SERVPRO Disaster Recovery Team is trained to safely remove biohazardous substances and dispose of them properly in accordance with OSHA and health regulations. SERVPRO Professionals can assist you with sewage cleanup, crime scene cleanup and vandalism cleanup.

#### Rebuild:

SERVPRO Disaster Recovery Team offers full rebuild/ reconstruction services for commercial properties. We have highly experienced construction teams that can put properties back to pre-loss condition. From start to finish, SERVPRO Disaster Recovery Team is a full service, restoration company.

If applicable, vendor should list Reseller/	Dealers here or provide listing as attachment to proposal.
	Tel
Address	Fax
Primary Contact	Email
Dealer Name	Tel
ddress	Fax
	Fax Email
Primary Contact	Email
Primary Contact  Dealer Name	EmailTel
Primary Contact  Dealer Name  Address	EmailTelFax
Primary Contact  Dealer Name	EmailTelFax
Primary Contact  Dealer Name  Address  Primary Contact	EmailTelFax
Primary Contact  Dealer Name  Address  Primary Contact  Dealer Name	EmailTelFaxEmail

Each Awarded Vendor will have 2 contacts listed on the Vendor Profile page of the TIPS/TAPS website. These 2 contacts will answer all sales and general information calls from TIPS/TAPS members and direct them to the appropriate sales person. If vendor is awarded, these 2 contacts must be completely knowledgeable about the TIPS/TAPS contract. Online training by the TIPS/TAPS administration may be required of the 2 contacts listed below. Main Contact and Secondary Contact will remain the same if multiple categories are awarded to the ame vendor.

## **Primary Contact:**

Name: Gary Shoemake

Title: Regional Director of Commercial Dev.

Email: gshoemake@servpro9734.com

Phone: 281-219-8180

Fax: 281-219-8181

Mobile:281-832-9170

MailingAddress: 2700 Greens Rd. F300

City: Houston

State/Zip: Texas 77032

## **Secondary Contact:**

Name: Susan Meacham

Title: Owner

Email: smeacham@servpro9734.com

Phone: 281-219-8180

Fax: 281-219-8181

Mobile:281-704-8595

MailingAddress: 2700 Greens Rd. F300

City: Houston

State/Zip: Texas 77032

WORDS FOR "SEARCH ENGINE" - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the commodity award that you are submitting a proposal for. Words to be included in the Search Engine for my Company are (Limit 500 words):restoration, fire, water, mold, mitigation, disaster, recovery, cleaning, soot, smoke, plumbing, sprinkler, servpro, biohazard, crime scene, odor, commercial large loss, residential, flood, hurricane, tornado, pack out, on location.

# SIGNATURE FORM

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

Company name	SERVPRO Disaster Recovery Team			
Mailing Address	2700 Greens Road, F300			
City/State/Zip	Houston, TX 77032			
Telephone No.	281-219-8180			
Fax No.	281-219-8181			
E-mail address	smeacham@servpro9734.com	ŀ		
Authorized signature	Susanmeacham			
Printed name	Susan Meacham			
Position with company	Owner and President			
Web site	www.servprothewoodlandsconroe.com			

Jnless otherwise stated, all contracts are for a period of 12 months with an option to renew annually (on the anniversary date of he award) for an additional consecutive two years if agreed to by TIPS/TAPS and the awarded Vendor. Consideration of renewal will be based on vendor sales, contract promotion, member satisfaction and timely payment of 2%. If Vendor fails to report any sales for a consecutive 12 month period, TIPS/TAPS has the right to terminate the awarded contract at the next renewal date. Vendors will continue to pay the Two Percent (2%) participation fee for any sales made prior to the termination of a contract even if paid by the member after the date of termination.

Contract Awarded by The Interlocal Purchasing System:

TIPS/TAPS Authorized Signature

Approved by Region VIII ESC

Date

Date

Full Term of Contract July 25, 2013 through July 24, 2016

(If both renewals are granted in the two consecutive years following award.)

Sample TIPS/TAPS Membership List

# References

Entity Name: Klein High School - KISD

Sontact Name and Title: Mark Saucier- KISD Liason

City and State: Spring, Texas

**Phone:** 832-380-6433 **Years Serviced:** 2009

**Description of Services:** 85,000 sq. ft. Flood water caused damage to the main building. SERVPRO was contacted 2 days after the storm to evaluate the school and start the drying process. After the initial scope, the proper equipment was set and a complete wipe down was completed. Within one (1) week, the school was dry, secure and a complete sanitary wipe down was done and the school was ready to open.

Contract Amount: \$50,000

Entity Name: Key Middle School- HISD

Contact Name and Title: Willie Burroughs- HISD Liason

City and State: Houston, TX

**Phone:** 713-636-6464 **Years Serviced:** 2009

**Description of Services:** 90,000 sq. ft. Key Middle School had several water intrusions over the years with a high level of Mold Contaminants. SERVPRO was called to perform Mold Remediation a general cleanup of the school during the summer months. SERVPRO completed the project on

schedule and under budget with the school being cleared to open the following year.

Contract Amount: \$73,200

Entity Name: Louisiana State University- Health Center Contact Name and Title: Jerry Jones 9230 Perkins Rd.

City and State: Baton Rogue, Louisiana

Phone: 225-578-6271

Years Serviced: January 2013

**Description of Services:** 60,000 sq. ft. The Health Center had a water line burst. SERVPRO extracted the water, disinfected and professionally dried the mechanical room, provided structural dehumidification, disposed of contaminated contents, removed and disposed of damaged floors and packed out unaffected contents to dry areas.

Contract Amount: \$400,000

Entity Name: St. Joseph's Academy Contact Name and Title: David James City and State: Baton Rouge, Louisiana

Phone: 225-383-7207

ears Serviced: March 2013

**Description of Services:** 60,000 sq. ft. SERVPRO mobilized on site within 24 hours of the school fire. We preformed full cleaning of the structure as well as contents. Completed 2 days ahead of schedule.

Contract Amount: \$350,000

Entity Name: Miami Independent School District

Contact Name and Title: Donna Gill, Superintendent

City and State: Miami, TX

one: 806-868-3971 rears Serviced: 2010

**Description of Services:** Miami School (K-12) suffered a fire loss in the cafeteria that affected most of the school. SERVPRO performed heavy cleaning throughout the school and some demolition in areas that were non-salvageable. SERVPRO completed the project before the time expected and under budget.

Contract Amount: \$515,000

Entity Name: University of Louisville

Contact Name and Title: Dennis McKinley, Extreme Team Project Director

City and State: Louisville, Kentucky

**Phone:** 512-990-4776 **Years Serviced:** 2010

**Description of Services:** Emergency water mitigation services and reconstruction due to flooding. Structural dehumidification, document drying, electronic and data recovery, contents removal and cleaning. All remediation and reconstruction of multi-building damage. Thousands of books in the library were saved.

Ontract Amount: \$12,300,000

Entity Name: HISD Police Station and Administrative Building

Contact Name and Title: Sheronda Evans

City and State: Houston, Texas

**Phone:** 713-842-3715 **Years Serviced:** 2009

**Description of Services:** Emergency water mitigation services due to flooding in the basement and first floor. Worked double shifts to pump and extract 6-7 feet of water. Contracted power and lighting to assist in removing critical information from data servers as well as structural drying and remediation. Back in business before scheduled.

Contract Amount: \$185,000

Entity Name: Sacred Heart Catholic Church Contact Name and Title: Father Bucci City and State: West Warwick, Rhode Island

**Phone:** 401-368-6687 **Years Serviced:** 2010

**Description of Services:** The basement was completely flooded as well as 4 feet of the rst floor. The entire area was gutted and water mitigation services performed. Structural drying and remediation services.

Contract Amount: \$350,000

# **Limited Warranty: SERVPRO®**

Franchises warrant for two years that the workmanship of the emergency mitigation service, water/fire cleanup or mold remediation work performed will be of the quality generally accepted in the emergency property damage mitigation, cleanup and mold remediation service industry. SERVPRO® Franchises warrant for one year that all materials furnished by the SERVPRO® Franchise will be new, of good quality and free from defects. If a SERVPRO® Franchise fails to meet commercially reasonable expectations, the SERVPRO® Franchise will provide re-service at no additional cost for up to two years. This provision excludes re-service associated with normal wear and tear, normal re-soiling, improper care and improper maintenance, damage associated with a new event, and excludes sub-contract work. Any items warranted by a manufacturer will be governed by that warranty.





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

# SERVPRO OF STAFFORD/MISSOURI CITY

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB.

This certificate, printed 10-JUL-2010, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day o-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Certificate/VID Number: 1200532035800

File/Vendor Number: 47904

Approval Date:

Expiration Date:

09-JUL-2010

09-JUL-2014

Paul A. Gibson

Statewide HUB Program Manager

Texas Comptroller of Public Accounts

Texas Procurement and Support Services Division

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



hereby grants

# S & R Operations, Inc.

# dba Servpro of The Woodlands/Conroe

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE). This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

> WBENC National WBE Certification was processed and validated by Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Expiration Date: 05/31/2014 WBENC National Certificate Number: 249205

Women's Business Enterprise Alliance

NAICS Codes: 236118, 236220, 561740, 561790, 562119, 562910, 624230, 213112, 238990, 541620, 561720, 562219

UNSPSC Codes: 93131802, 72111005, 81112004, 72102900, 72111001, 72101500, 72100000, 72101504, 72154052, 72121103























