

# VENDOR CONTRACT

Between \_\_\_\_\_ and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)**  
For  
**TRADES, LABOR AND MATERIALS**  
**#02042315**

## General Information

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

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

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

### Definitions

**City Cost Index**, Defined pricing indices published by R.S. Means (see R.S. Means) as local modifiers to the national cost data.

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

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### Contract - Trades, Labor and Materials

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

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

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

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

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

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

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

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

## Terms and Conditions

### Freight

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

### Warranty Conditions

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

## **Customer Support**

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

## **Contracts**

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

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

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

## **Tax exempt status**

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

## **Assignments of contracts**

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

## **Disclosures**

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

## **Renewal of Contracts**

The Trades, Labor and Materials contract is for a period of one (1) year only. No option for renewal will be available.

## **Shipments**

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

## **Invoices**

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

## **Payments**

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

## **Pricing**

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

The Vendor agrees to promptly lower the cost of any product purchased through TIPS 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 of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS 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 on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS

contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

### **Indemnity**

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

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

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

### **Multiple Vendor Awards**

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

### **State of Texas Franchise Tax**

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

### **Miscellaneous**

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

### **Purchase Order Pricing/Product Deviation**

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

### **Cancellation for non-performance or contract deficiency**

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

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

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

## **TIPS Member Purchasing Procedures**

### Proposal Process:

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

### Purchase Order Process:

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 02042315". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

## **Form of Contract**

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

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

## **Licenses**

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

## **Novation**

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

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

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their

work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

### **Smoking**

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

### **Invoices**

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

### **Marketing**

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

### **Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively



between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

### **Legal obligations**

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

### **Force Majeure**

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

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or 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 will not require that a 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.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the

proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS 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 TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract 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) will be accomplished when the TIPS 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 TIPS member inspect the work for acceptance under the scope and terms in the PO. 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.

### **Support Requirements**

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

### **Estimating Requirements:**

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

## Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

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

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

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



Date	Subject	Message
02/02/15	PDF Files	All PDF files are Fillable PDF Forms. You have to download the file to your computer, fill out the form, save the form, and upload the form to the "response attachments" section.  If a signature is required you have to fill out the form, print the form, sign the form, scan the form, and upload the form to the "response attachments" section.
02/02/15	Appropriate Category	TIPS reserves the right to move vendors from the Trades, Labor and Materials category to the General Services category, if appropriate.

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the `Response Attachments` D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the `Response Attachments` HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Irving
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	No
9	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the `Response Attachments` FELONY CONVICTION section.	No
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the `Response Attachments` PRICING EXHIBIT section.	Yes
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes

14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	3
16	Years Experience	Company years experience in this category?	26
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	TX,LA,AR,OK,TN,NM,AL
19	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.)	Satterfield & Pontikes is a General Contractor/Construction Manager with a large resume of public projects. We can provide services under a variety of contract types including but not limited to: Cost Plus Hard Bid Competitive Sealed Proposals Construction Manager at Risk Construction Manager Agency Design Build
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the Response Attachments RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	Jim Hagemann
22	Primary Contact Title	Primary Contact Title	Senior Project Manager
23	Primary Contact Email	Primary Contact Email	jhagemann@satpon.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	(972) 753-0342
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	(972) 753-1326
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	
27	Secondary Contact Name	Secondary Contact Name	Richard Palmer
28	Secondary Contact Title	Secondary Contact Title	Chief Estimator
29	Secondary Contact Email	Secondary Contact Email	richard@satpon.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	(972) 753-0324
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	(972) 7531326
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	
33	2% Contact Name	2% Contact Name	Jim Hagemann
34	2% Contact Email	2% Contact Email	jhagemann@satpon.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	(972) 753-0342
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Jason Haralson

38	Purchase Order Contact Email	Purchase Order Contact Email	jharalson@satpon.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	(972) 753-0342
40	Company Website	Company Website	www.satpon.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	760310885
42	Primary Address	Primary Address	6220 N. Beltline Road, Suite 200
43	Primary Address City	Primary Address City	Irving
44	Primary Address State	Primary Address State	Texas
45	Primary Address Zip	Primary Address Zip	75063
46	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.)	Building Information Modeling (BIM) Revit Assemble Construction Management Design Build Temporary Labor General Contractor Rough Carpentry Lath Plaster Demolition Site Work Drywall Acoustics Project Management Millwork Finish Carpentry Roofing Doors, Frames, Hardware Glass Glazing Miscellaneous Specialties Concrete Flooring Painting Masonry
47	Bonding Capability:	Company should provide their total bonding capability and must upload proof of bonding to the "Response Attachments" BONDING section.	500000000.00

## CONTRACT Signature Form

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

Company Name: Satterfield & Pontikes Construction, Inc.

Mailing Address: 6220 N. Beltline Road, Suite 200

City: Irving


State: Texas

Zip: 75063

Telephone Number: (972) 753-0342

Fax Number: (972) 753-1326

Email Address: jharalson@satpon.com

Authorized Signature: 

Printed Name: Jason Haralson

Position: Senior Vice President

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

Blende Mc Natt 4-23-15  
TIPS Authorized Signature Date

David Wayne Fitts 4-23-15  
Approved by Region VIII ESC Date



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

Organization	City	State	Contact Name	Contact Phone
City of Southlake	Southlake	Texas	Kurt Ackerman	(817) 748-8102
Plano ISD	Plano	Texas	Jose Alvarez	(469) 752-0191
Dallas ISD	Dallas	Texas	Ed Levine	(972) 925-7223



# **SATTERFIELD & PONTIKES CONSTRUCTION, INC.**

GENERAL CONTRACTORS / CONSTRUCTION MANAGEMENT / DESIGN BUILD

## **Warranty Information**

Satterfield & Pontikes is pleased to offer our standard materials and workmanship warranty for the duration of 1 year from the completion our work performed under this contract. In addition, we will also include manufacturer's minimum standard warranties for materials and/or equipment that exceed the one year duration at the same duration as the manufacturer warranty. For example if a manufacturer of a product we install warranties their material for 2 years, we will pass through that same material warranty to the final user.

Please feel free to contact us with any questions regarding our standard warranty policy.



BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC  
1111 NORTH LOOP WEST, SUITE 400  
P.O. BOX 922022  
HOUSTON, TEXAS 77292-2022  
TELEPHONE (713) 880-7100  
FACSIMILE (713) 880-7149

January 6, 2015

**RE: SATTERFIELD & PONTIKES CONSTRUCTION, INC.**

To Whom It May Concern:

We are the surety bonding agent for Satterfield & Pontikes Construction, Inc., of Houston, TX. In this capacity, we have become very familiar with their financial, management, and operational capabilities. Satterfield & Pontikes Construction, Inc. is bonded through Liberty Mutual Insurance Company and Arch Insurance Company (Liberty and Arch) which have an A.M. Best Ratings of A (Excellent) for Liberty and A+ (Superior) for Arch and both have Financial Size Categories of XV(\$2 Billion or Greater). Liberty and Arch have agreed to support performance and payment bonds for single projects up to \$150 million as long as these projects fit within a \$500 million aggregate work program.

It is our understanding that Satterfield & Pontikes Construction, Inc. intends to submit a proposal to you. Should you award a contract to Satterfield & Pontikes Construction, Inc. and the latter accepts award, Liberty and Arch are prepared to provide the 100% performance and payment bonds, as required by contract, for all phases subject to the review and approval of the contract terms, conditions and related underwriting criteria. We assume no liability to third parties or to you if for any reason Liberty and Arch do not execute said bonds.

We hold Satterfield & Pontikes Construction, Inc. in the highest possible regard and it is our pleasure and privilege to recommend them for your consideration.

Very truly yours,

**BOWEN, MICLETTE & BRITT INSURANCE AGENCY, LLC**

David G. Miclette  
Chairman

David T. Miclette  
Senior Vice President

DGM/DTM/abr

## Additional Services

Satterfield & Pontikes is pleased to provide the following additional services that were not listed in the breakdown pricing section of the RFP.

### **Construction Manager Agency (CMA), Construction Manager @ Risk (CM@R), General Contractor (GC) with Guaranteed Maximum Price.**

Satterfield & Pontikes Construction Inc. will provide the services listed above on the basis of cost of the work plus the following fee schedule:

Cost of Work	\$0 - \$100,000	25% Fee
Cost of Work	\$100,001 - \$500,000	15% Fee
Cost of Work	\$500,001 - \$2,000,000	10% Fee
Cost of Work	\$2,000,001 - \$4,000,000	8% Fee
Cost of Work	\$4,000,001 - \$10,000,000	6% Fee
Cost of Work	in excess of \$10,000,000	Negotiated

## Design Build

Satterfield & Pontikes Construction Inc. will provide the services listed above on the basis of cost of the work plus the following fee schedule:

Cost of Work	\$0 - \$100,000	27% Fee
Cost of Work	\$100,001 - \$500,000	17% Fee
Cost of Work	\$500,001 - \$2,000,000	12% Fee
Cost of Work	\$2,000,001 - \$4,000,000	10% Fee
Cost of Work	\$4,000,001 - \$10,000,000	8% Fee
Cost of Work	in excess of \$10,000,000	Negotiated

## Project Management Services Weekly Rates

Satterfield & Pontikes Construction Inc. will provide the following management personnel listed below:

Senior Project Manager	\$5,000 / Week
Project Manager	\$4,000 / Week
Assistant Project Manager	\$3,200 / Week
Project Superintendent	\$4,000 / Week
Field Engineer	\$3,000 / Week
Project Scheduler	\$3,200 / Week
Estimator / Cost Analyst	\$4,000 / Week
Project Controls Assistant	\$2,800 / Week

## Skilled Trades Hourly Rates

Satterfield & Pontikes Construction Inc. will provide skilled tradesman based on the following breakdown in lieu of unit pricing if desired.

<b><u>Description:</u></b>	<b><u>Base Rate:</u></b>
Painter	\$20 - \$35/hour
Laborer (manual/unskilled)	\$15 - \$22/hour
Finish Carpenter	\$50 - \$75/hour
Rough Carpenter	\$20 - \$30/hour
Resilient Floor Installer	\$20 - \$30/hour
Carpet Installer	\$20 - \$30/hour
Glazer	\$20 - \$30/hour
Plaster/Lather	\$50 - \$70/hour
Roofer	\$20 - \$30/hour
Terrazzo/Skilled Laborer	\$20 - \$30/hour
Ceramic Tile	\$20 - \$30/hour
Marble Installer	\$25 - \$35/hour
Masonry	\$20 - \$30/hour
Site Work/ Skilled Laborer	\$20 - \$35/hour
Waterproofing/Sealants Laborer	\$20 - \$35/hour
Other charges not included above	45%
Total mark up to Tips/Taps member	25%

Note – Overtime, weekend, evening (after hours), and holiday rates available for skilled tradesmen upon request.

**S&P**

**SATTERFIELD & PONTIKES CONSTRUCTION, INC.**

GENERAL CONTRACTORS / CONSTRUCTION MANAGEMENT / DESIGN BUILD

**Supplementary Catalogs & Information**

- Safety Awards
- HUB/M-WBE Experience

6220 N. Beltline Road, Suite 200 • Irving, Texas 75063 • 972.753.0342 • Fax: 972.753.1326

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[www.satpon.com](http://www.satpon.com)

# Safety

**Experience Modification Rate:**

**0.84**

*Safety is our TOP PRIORITY at S&P.* For more than 16 years, a Training and Safety Program has been produced for every job the company has done. The plan is designed around OSHA Standards and commonly accepted safe practices in the construction industry. The plan is included as part of the subcontracts so it can be contractually enforced.

We have developed the S&P Training and Safety Manual to ensure that no one will be injured and equipment or property not be needlessly jeopardized. The responsibility for safety will be clearly defined, and performance will be accurately evaluated, recorded, publicized, criticized or rewarded. Serious or repeated safety violations will be cause for serious reprimand or discharge. Any incident or near-miss will be cause for investigation and remedial action.

A proven commitment to safety. S&P's safety record has earned the recognition of the construction industry. The company received *Platinum S.T.E.P. Awards in 2004-2007, 2009, 2012, 2013* and the *Gold S.T.E.P. Award for 2010*, as well as the *2004 Associated General Contractors' (AGC) National Safety Award (Third Place)*, the *2012 AGCs' National Safety Award (Second Place)* and the *2013 AGCs' National Safety Award (Third Place)*. S&P has also been recognized for its excellent safety with an *OSHA Partnership* and is a three-time winner of the *AGC-Texas Excellent Achievement in Jobsite Safety*.

*Every project receives a specific safety plan.* S&P recognizes that every project and every job site is different. Close consultation with the owner and the entire project team during development results in a site-specific safety plan, taking into account the concerns and suggestions of everyone involved.

*"The better way is the safe way."* This is more than a motto, it's the way S&P does business. There is a company-wide commitment to safety, training and the development of and adherence to the strictest safety processes and procedures in the industry. Safety training classes based on OSHA rules and regulations are mandated for all employees and are held in both English and Spanish.

*Everyone on our team is responsible for safety.* In keeping with our corporate safety plan, the entire S&P Management Team is responsible for the effectiveness of the training and safety practices on their projects. They monitor all personnel under their direction to ensure compliance with the incident prevention program. The responsibility for the health and safety of the project rests with all levels of the project management team, with all necessary support provided by corporate management.

# Safety

## *Project Safety Point Person – Project Superintendent*

The project superintendent is primarily responsible for the overall safety on each project including ensuring that subcontractors comply with the health and safety standards set forth for their scopes. Getting the safety and health program organized and in operation right at the start of the project is important.



## HUB/M-WBE Experience

Satterfield & Pontikes will continue to put forth a good faith effort to meet or exceed clients subcontracting participation goals within this contract. Due to our extensive history in working within the public sector we have refined our subcontracting process to ensure that opportunities exist for all interested subcontractors and suppliers.

As part of every project, regardless of size, we employ a comprehensive process to solicit, evaluate and select subcontractors. The process is driven by the goal of selecting and utilizing subcontractors and suppliers that bring the greatest value to the project, while meeting the project participation goals.

During the typical bidding process, we will set in place the M/WBE plan per the Work Scope Breakdown, and we will assign a dedicated S&P staff person to monitor. As the project progresses, we will continually identify additional M/WBE opportunities along with any emerging sub-contractors in the area capable of performing the work. Not only will we solicit and include HUB and/or M/WBE in the bidding process, but we will also provide mentoring and advisory services to those subcontractors or suppliers who may need assistance in providing a cost proposal.

S&P maintains a subcontractor database of firms who have been pre-qualified for bidding our projects and who have historically proven to provide exceptional quality and value. S&P has a database of more than 6,000 subcontractors many of them certified HUB zone and/or M/WBE.

We strive to provide Minority Subcontractor participation on all our projects, even those without goals. Our effort to encourage and assist Minority contractors prior to bid day can only be matched by our efforts post bid which continue to increase our Minority Subcontractor participation level. The following page highlights just a few recent examples of our participation levels on projects yielding participation from 35% to 69%.

## Successful Examples

Project	Owner	Type	%
Almeda Elementary School	Houston Independent School District	M/WBE	50%
Valley West Elementary School	Houston Independent School District	M/WBE	40%
Grady Middle School	Houston Independent School District	M/WBE	40%
Bellaire High School	Houston Independent School District	M/WBE	41%
Pat Neff Elementary School	Houston Independent School District	M/WBE	40%
NASA JSC Building 20	NASA	M/WBE	37%
Hector Garcia Middle School Package 54	Dallas Independent School District	M/WBE	48%
Texas Medical Center Transit Facility	Houston Metropolitan Transit Authority	HUB	40%
Sterling Hall Renovation	Texas Southern University	M/WBE	59%
DeGolyer, Withers and Perishing Elementary -	Dallas Independent School District	M/WBE	69%