

# VENDOR CONTRACT

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

## THE INTERLOCAL PURCHASING SYSTEM (TIPS) For TRADES, LABOR AND MATERIALS – 2042816

### General Information

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

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

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

#### Definitions

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

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

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

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

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

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

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

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

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

**NON PRE-PRICED ITEMS** are those items that cannot be found or reasonably compared to listed line items in the UPB. Vendor must complete the Non-Pre-Priced markup percentage at the bottom of the Pricing Exhibit Form.

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

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

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

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

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

## Terms and Conditions

### Freight

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

### Warranty Conditions

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

### Customer Support

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

### Contracts

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

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

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

**Tax exempt status**

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

**Assignments of contracts**

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

**Disclosures**

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

**Renewal of Contracts**

The contract is for one (1) year with no option for renewal. Total term of contract will be for 1 year if sales are reported through the contract and both parties agree.

**Shipments**

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

**Invoices**

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

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

### **Payments**

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

### **Pricing**

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

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

### **Participation Fees**

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

### **Indemnity**

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

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

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

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

**Multiple Vendor Awards**

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

**State of Texas Franchise Tax**

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

**Miscellaneous**

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

**Purchase Order Pricing Deviation**

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

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

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

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

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

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

### **TIPS Member Purchasing Procedures**

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

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

Purchase Order Process: (Vendor is responsible to instruct the TIPS Member about this process.)

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 2042816". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

### **Form of Contract**

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

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

### **Licenses**

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

### **Novation**

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

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

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

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

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

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken



pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Stored materials**

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

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

### **Smoking**

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

### **Invoices**

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

### **Marketing**

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

### **Supplemental agreements**

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

**Legal obligations**

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

**Audit rights**

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

**Force Majeure**

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

# SERVICES

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

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

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

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

## Information to Bidders

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

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

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

TIPS will receive **2% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty (30) days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty (30) days of the invoice date.

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

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

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

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

Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all Job Orders over \$25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas, or client member state, attesting to its willingness to bond your company for \$1 million dollars must be submitted. Contractors may need to provide additional capacity as job orders increase. Bonds

will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the client member and added to the purchase order.

## **SCOPE OF SERVICES**

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

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

## **CONTRACT AND DOCUMENTS**

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

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

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

## **PROJECT DELIVERY ORDER PROCEDURES**

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

Upon notification of a pending request, the contractor shall make contact with the client as soon as possible, but must make contact with the client member within two working days. Contractor shall visit the member's site and conduct a walk-through/project scoping with the

member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record documents from client member to include, but not limited to, hazardous materials survey and other relevant documents.

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

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

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

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

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

## **SCHEDULING OF PROJECTS**

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based

upon the negotiated line estimate and approved Job Order proposal. For large projects a Construction Project Management (CPM) schedule should be included in the proposal. The construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

## **SUPPORT REQUIREMENTS**

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

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

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

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

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

## Special Terms and Conditions

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

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

**Check one of the following responses to the General Terms and Special Terms and Conditions:**

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

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

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





# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, TIPS Construction Contracts Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	2042816 Addendum 1	Floor/Room		Floor/Room
Title	Trades, Labor and Materials	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	2/1/2016 08:02:00 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	3/11/2016 03:00:00 PM (CT)			
Need by Date				

## Supplier Information

Company Terrell Painting and Wallcovering, Inc.  
 Address 711 S Elm St  
 Denton, TX 76201

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (940) 243 5708  
 Fax 1 (940) 243 5708  
 Email robert@ktpaint.net  
 Submitted 3/11/2016 11:15:01 AM (CT)  
 Total \$0.00

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

Signature Robert Deaton Terrell

Email robert@ktpaint.net

## Supplier Notes

While we are also currently a provider for services of TCCPN, most of the community colleges using these services have begun to transition to TIPS and BuyBoard and we want to continue to provide services to all of our existing customers. Our current four-year university customers have been using in-house or local JOC's. Because they are doing away with these, they are requesting that we become part of TIPS so that they can continue using our services on a regular basis.

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	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	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Texas (We specialize in the North Texas Region with Universities and local government offices)
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.)	We provide the following services: Finish contractor, painting, wallcovering, flooring and light construction renovations to office spaces, common areas, arenas/sporting, classrooms, dormitories, exterior renovations.
6	Primary Contact Name	Primary Contact Name	Robert D. Terrell
7	Primary Contact Title	Primary Contact Title	President
8	Primary Contact Email	Primary Contact Email	robert@ktpaint.net
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9402435708
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9402435708
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9403903975
12	Secondary Contact Name	Secondary Contact Name	Curtis Claytor
13	Secondary Contact Title	Secondary Contact Title	Project Manager
14	Secondary Contact Email	Secondary Contact Email	curtis@ktpaint.net
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9402435708
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9402435708
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8173683045
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Cecile Long
19	Admin Fee Contact Email	Admin Fee Contact Email	officemanager@ktpaint.net
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9402435708

21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Kalista Terrell
22	Purchase Order Contact Email	Purchase Order Contact Email	kalista@ktpaint.net
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9729484017
24	Company Website	Company Website (Format - www.company.com)	http://www.ktpaint.net
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	82-0560706
26	Primary Address	Primary Address	711 S. Elm St
27	Primary Address City	Primary Address City	Denton
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	76201
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.)	Painting, wallcovering,wallpaper, Sheetrock, gypsum mud, gypsum rock, power washing, flooring, finish contractor, tile, VCT, carpet tiles, framing, metal framing, doors,door hardware, general construction, renovation ceiling grid, ceiling tiles, Armstrong, USG, Sherwin Williams, Pittsburgh Paint, Sonneborn, Fabric,
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (N/A since this is a construction proposal)	No
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Denton
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes

41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
43	Start Time	Average start time after receipt of customer order is ____ working days?	3
44	Years Experience	Company years experience in this category?	34
45	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

---

Line Items

---

Response Total: \$0.00

---

## CONTRACT Signature Form

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

Company Name: Terrell Painting and Wallcovering, Inc.

Mailing Address: 711 S. Elm Street

City: Denton

State: TX

Zip: 76201

Telephone Number: (940) 243-5708

Fax Number: (940) 243-5708

Email Address: robert @ktpaint.net

Authorized Signature: 

Printed Name: Robert D. Terrell

Position: 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.

Blenda McNatt 4/28/16  
TIPS Authorized Signature Date

David Wayne Fitts 4/28/16  
Approved by Region VIII ESC Date

<b>References</b>
-------------------

**\*\* 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
University of North Texas - Residence	Denton	TX	Ed Carrigan	940-367-4951
University of North Texas - Facilities	Denton	TX	Randy Salsman	940-465-7402
Southern Methodist Univ - Residence	Dallas	TX	Juan Lopez	214-455-7278
Southern Methodist Univ - Facilities	Dallas	TX	Genaro Lopez	214-830-3374
NCTC - All Campuses	Gainesville	TX	Jack Cable	940-668-7731 x 4368
Eagle Mountain-Saginaw ISD	Fort Worth	TX	Charles Hamilton	817-550-7726
City of Hickory Creek	Hickory Creek	TX	John Smith	940-497-2528
City of University Park	University Park	TX	Jon Majors	214-987-5499



# Company Profile

1. Official Registered name – **Terrell Painting and Wallcovering, Inc.**
2. The Company started as a partnership in 1982. In August of 2002, Robert Terrell bought out the other partner and formed the corporation that remains today. We provide commercial services for painting, wallcoverings, flooring and light construction to universities, cities and commercial management companies throughout the D-FW metroplex.
3. Our corporate offices are located at 711 S. Elm Street, Denton, TX 76201.
4. We currently have 2 sales people located in the D-FW metroplex.
5. Our only office is the corporate office located at 711 S. Elm Street, Denton, TX 76201.  
The address for all key personnel listed below is this same address:
  - Robert Terrell, President, 940-390-3975 (cell)
  - Curtis Claytor, Project Manager, 817-368-3045 (cell)
  - Kalista Terrell, Sales and Marketing, 972-948-4017 (cell)
  - Cecile Long, Office Manager, 940-243-5708 (office)
6. A. Sales – Robert Terrell – Robert worked in this industry while attending the University of North Texas located in Denton, TX. He and a partner started their own business in 1982. Robert has worked continuously for the 34 years since then and has experience in sales, all aspects of painting, finishes and organization.  
B. Sales Support – Kalista Terrell – Kalista attended the University of North Texas and graduated with a degree in Finance. She then attended Texas Women’s University and graduated with a degree in Marketing. She has extensive sales experience with two of the major credit bureau companies, a medical screening company, and has been in the construction industry since 1995.  
C. Marketing – Kalista Terrell  
D. Financial Reporting – Cecile Long – Graduated from University of North Texas in 1978 with a degree in Accounting. She has worked since that time in all aspects of accounting, taxation and office administration  
E. Executive Reports – Robert Terrell
7. All employees are paid weekly on Friday. All subcontractors are paid through the payroll as well, and will be paid on the first payroll following receipt of invoice.
8. Annual sales: 2013 – \$1,033,261; 2014 - \$1,238,000; 2015 - \$1,377,500
9. As President of Terrell Painting and Wallcovering, Inc, Robert has educated himself extensively on RS Means for the last 18 years. We use this program to determine our

costs and fees for all projects by zip code and date , updated quarterly, including Job Order Contracting at universities, municipalities and commercial facilities. While we are also currently a provider for services of TCCPN, most of the community colleges using these services have begun to transition to TIPS and BuyBoard and we want to continue to provide services to all of our existing customers. We also provide full insurance coverage including general liability and workman's compensation, timely scheduling of work, completion of work in a timely manner, ability to handle any size job with the proper crew, attention to detail on every job and timely billing of work as specified by the contract.

## **Marketing/Sales**

1. We will begin by sending out emails and printed materials to every government and/or state entity that we currently work with, announcing the awarded contract to Terrell Painting and Wallcovering, Inc. by TIPS. We support local charity and university athletic events so will add the TIPS to all forms of advertising for these events.
2. By becoming part of TIPS, we will be able to have a faster turn-around of Purchase Orders for our customers. Our existing customers already know the timeliness and professionalism of our organization, so contracts could be handled by us with a simple phone call.
3. Our current customers have been using in-house or local JOC's. Because they are doing away with these, they are requesting that we become part of TIPS so that they can continue using our services on a regular basis. We will notify them immediately upon becoming a TIPS contractor.
4. We anticipate increasing our revenue by \$750,000 the first year, \$950,000 the second year and \$1,200,000 the third year.

# Warranty

In addition to the manufacturer's warranty on all materials, we also provide a one-year warranty on labor.



March 9, 2016

The Interlocal Purchasing System

RE: Terrell Painting and Wallcovering, Inc.

Subject: Bond Capacity

To Whom it may Concern:

It is with pleasure that we express our confidence in Terrell Painting and Wallcovering, Inc. (Terrell). We have reviewed and prequalified Terrell for surety credit.

Terrell has good credit and a solid financial position. At this time, we would favorably consider single bonds up to \$300K and an aggregate bond program of \$1MM. These are not a maximum limits, we anticipate we could approve larger bonds if requested. Of course, final determination will depend on our approval of the actual contract documents as well as Terrell continuing to satisfying underwriting requirements. We consider them to be an excellent contractor and recommend them highly.

SureTec is currently rated A (Excellent) by AM Best Company and we are on the US Department of Treasury's list of approved sureties for federal work (T-List).

Any arrangement for bonds required by contract is a matter between SureTec and our contractor client and we assume no liability to you or third parties, if for any reason we do not execute final bonds.

Should you have any questions, please fee free to contact me at (866) 732-0099, extension 1880.

Sincerely,

*William R Dawley*

William R. Dawley

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

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

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

(Check one)

YES or  NO

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

YES or  NO

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

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

(b) Affirmative steps must include:

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

Company Name Terrell Painting and Wallcovering, Inc.

Name of authorized representative Robert D. Terrell

Signature of authorized representative 

Date 03/11/2016