

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

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

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

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

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, 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	RO Engineering, PLLC
Address	3620 IDA Edinburg, TX 78539
Contact	RENE OLIVAREZ, P.E.
Department	
Building	
Floor/Room	
Telephone	1 (956) 292-3336
Fax	1 (956) 589-3114
Email	r.olivarez@ro-engineering.com
Submitted	3/3/2016 11:05:52 AM (CT)
Total	\$0.00

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

Signature Rene R. Olivarez

Email r.olivarez@ro-engineering.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	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.	Yes
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	TX
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.)	RO Engineering is a full service Engineering and construction firm. We provide mechanical, electrical, plumbing engineering services as well as other construction services, project management, energy conservation, third party consulting.
6	Primary Contact Name	Primary Contact Name	Rene Olivarez, P.E.
7	Primary Contact Title	Primary Contact Title	Principal / Engineer
8	Primary Contact Email	Primary Contact Email	r.olivarez@ro-engineering.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9562923336
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9562923336
12	Secondary Contact Name	Secondary Contact Name	Rene Olivarez, P.E.
13	Secondary Contact Title	Secondary Contact Title	Principal / Engineer
14	Secondary Contact Email	Secondary Contact Email	rene.olivarez@sbcglobal.net
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9566689888
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Rene Olivarez, P.E.
19	Admin Fee Contact Email	Admin Fee Contact Email	r.olivarez@ro-engineering.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9562923336
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Rene Olivarez, P.E.
22	Purchase Order Contact Email	Purchase Order Contact Email	r.olivarez@ro-engineering.com

23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9562923336
24	Company Website	Company Website (Format - www.company.com)	www.ro-engineering.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	
26	Primary Address	Primary Address	135 Paseo del Prado, #28
27	Primary Address City	Primary Address City	Edinburg
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	78539
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.)	Engineering, HVAC, Mechanical, Electrical, lighting, Energy, Conservation, Plumbing, Construction, Contractor, General Contractor, Third Party, Consulting, Civil engineering, structural engineering, bleachers, stadium, renovation, remodeling, masonry, street, pavement, foundation, wall, sheridan, hussey, carrier, trane, lennox, aaon, york, JCI, Johnson Controls, Automated Logic, Controls, Building Automation System, BAS, Energy Management, honeywell, siemens, TAC, cooling tower, chiller, air handler
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?	Edinburg
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Edinburg
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?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	1
44	Years Experience	Company years experience in this category?	8
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: RO Engineering, PLLC

Mailing Address: 135 Paseo del Prado, #28

City: Edinburg


State: TX

Zip: 78539

Telephone Number: (956) 292-3336

Fax Number: _____


Email Address: r.olivarez@ro-engineering.com

Authorized Signature: 

Printed Name: Rene Olivarez, P.E.

Position: Principal

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.

 4/28/16
TIPS Authorized Signature Date

 4/28/16
Approved by Region VIII ESC Date



EDINBURG CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

FACILITIES DEPARTMENT

1305 E. SCHUNIOR

EDINBURG, TX 78541

PHONE: (956) 289-2578 FAX: (956) 316-7265

Dr. René Gutiérrez, Superintendent

Robert Estrada, District Architect

January 29, 2015

RO Engineering
135 Paseo del Prado Suite 59
Edinburg, TX 78539

Re: Cool School Grant

To Whom it May Concern,

Rene Olivarez provided their services to us for a wide range of projects throughout the District. His dedication has resulted in positive and impactful improvements to Edinburg CISD's facilities. With his assistance, we recently completed a two million dollar Cool School Grant which included A/C renovations to our Districts campuses.

The renovations involved the review and recommendation of the buildings HVAC system and the implementation. Mr. Olivarez was instrumental in preparing all the documentation for the grant proposal and its construction. All the work had strict guidelines and deadlines.

RO Engineers attention to detail and on-site management has proven how a well-organized project can come to life when the Owner, Engineer and Contractor share a common goal to achieve a successful project. We commend him for his professionalism, efficiency, and thoroughness.

On behalf of the Edinburg C.I.S.D. it is with pleasure that I take this opportunity to express our thoughts and appreciation for the excellent job performed by Mr. Olivarez. He will be welcome in our District should the opportunity for another project arise.

Thank you, once again for a job well done and please don't hesitate to contact me should you have any questions or need additional information.

Sincerely,

Robert Estrada, AIA
District Architect

Communicate and Connect with All Stakeholders



Excel in Academics and Ensure Equal Access

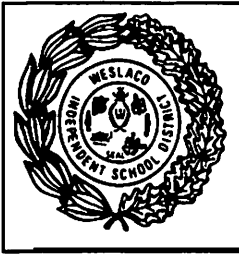
Innovate Through Technology



Secure a Safe Learning Environment



Develop and Retain Highly Qualified Staff



WESLACO

Independent School District

Energy Management Department

607 East Sixth Street ♦Weslaco, Texas 78596-0266 ♦Ph. (956) 969-6515♦Fax (956) 969-6868

February 6, 2015

To Whom It May Concern,

I would like to take this opportunity to write this letter of reference for RO Engineering, PLLC and their work with the Weslaco Independent School District.

Weslaco ISD has had a working relationship with RO Engineering since 2014. The services provided by RO Engineering have consisted of consulting work on a districtwide energy conservation project.

Since our relationship began, RO Engineering has demonstrated to be a capable and qualified engineering consulting company. I recommend this company. Feel free to contact me directly at (956) 969-6515 or via e-mail at amgarza@wisd.us to discuss any RO Engineering work with Weslaco ISD.

Sincerely,

A handwritten signature in black ink, appearing to read "Americo Garza", followed by a horizontal line.

Americo Garza
Director of Energy Management



Brownsville Independent School District

Facilities/Maintenance Department
3750 Robindale Road, Brownsville, Texas 78526
(956) 698-2400 Fax (956) 554-2917
(956)548-8081 Fax (956)554-2909

Cesar Garza
Facilities/Maintenance Administrator

Brownsville, TX.
February 3rd, 2015.

To whom it may concern.

Re: RO Engineering, PLLC

Our district has retained the services from Mr. Rene Olivarez and his firm to oversee various projects at our school district since 2014. He has successfully performed work for the telescopic gym bleacher improvements at several of our schools. He and his team have proved to be very efficient and demonstrated seamless execution. Mr. Olivarez is very hands on from the planning phase to the completion of the projects.

I would give Mr. Olivarez and his team my highest recommendation. Their unique talent has been invaluable to us. His understanding of budgets and school district procedures are very helpful.

His firm is service oriented, and would go the extra mile to assure a satisfied client.

Sincerely Yours.

A handwritten signature in black ink, appearing to read "Martin Espinosa".

Martin Espinosa
Facilities Project Manager

BISD does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or provision of services, programs or activities.



CAS Companies, LP
5402 So Expwy 77/83
Harlingen, TX 78550

October 26th, 2015.

To whom it may concern:

Re: RO Engineering, PLLC

My company has had the pleasure of contracting and working with RO Engineering to perform MEP engineering services for most of our recent HVAC/Mechanical projects across South Texas. Mr. Rene Olivarez and his firm are very professional and service oriented. They truly understand what it means that customer is "King". Their attitude reflects this philosophy in everything they do. Mr. Olivarez has demonstrated proficiency in all government procedures, budgets, value engineering, project management, and abided by all procurement laws. He has vast experience in energy conservation projects which has been of great value when dealing with public entities. We have worked together on several projects including Weslaco ISD Energy Conservation, La Joya ISD HVAC retrofits, Edinburg CISD HVAC Retrofits, and currently on the Plains Capital Bank retrofit. He has performed the engineering and project management directly associated with these projects.

I have known Mr. Olivarez since 2013 and hold the highest amount of professional respect for him and his firm. We have developed an excellent working relationship with his team. It is a privilege for me to give him this letter of recommendation. He and his firm are definitely our first choice when it comes to working with MEP engineering services.

I would give Mr. Olivarez and his team my highest recommendation. Their unique talent has been invaluable to us. His understanding of budgets and school district procedures are very helpful.

His firm is service oriented, and would go the extra mile to assure a satisfied client.

Sincerely,

A handwritten signature in black ink that reads 'Bill Bowlin'. The signature is written in a cursive, flowing style.

Bill Bowlin, Partner
CAS Companies, LP
bbowlin@caslp.com
713-906-8600

Diana Martinez
Mayor

Pilar Garza
Mayor Pro-Tem

Amelia V. Gallegos
Commissioner

Trino Medina
Commissioner

Robert De La Garza
Commissioner

Luciano Ozuna, Jr.
City Manager



City of Alamo Purchasing Department
420 N. Tower Road
Alamo, Texas 78516

October 26th, 2015.

To whom it may concern.

Re: RO Engineering, PLLC

Our City has contracted RO Engineering to perform Engineering and construction management services for our Solar Street Lighting Project. Mr. Rene Olivarez and his firm are very professional and service oriented. We have been very satisfied with his work. They have great service attitude and carry out their project deliverables within budget and schedule. He has shown he has knowledge and experience working with governmental agencies in engineering and construction jobs. We were very pleased with the work his firm did on the Solar LED Street Light Project completed in 2015.

I would give RO Engineering and his team my highest recommendation. Their understanding of engineering, construction and following proper protocol is key to the success of projects.

Sincerely,

A handwritten signature in blue ink that reads "Melissa Rodriguez".

Melissa Rodriguez, Purchasing Agent
City of Alamo
956-787-0006 x141



City of McAllen
McAllen Public Utility

February 7th, 2015.

McAllen Public Utilities
1300 West Houston Ave.
McAllen, TX 78501

To whom it may concern:

Re: RO Engineering, PLLC

It has been a privilege to have worked with Mr. Olivarez while he was conducting a water conservation study on two new Edinburg schools located in McAllen. Through his work he has saved the school district significant amount of water. He is very professional, knowledgeable and committed the projects he works on. He makes sure projects are on time and under budget.

I have personally known Mr. Olivarez for approximately 10 years. He is very detailed in his work and extremely concerned about delivering excellent quality to his customers. I have high regard for the way his firm does business.

In my professional opinion RO Engineering is qualified to perform the projects that they wish to pursue.

Sincerely,

Mark A. Vega, P.E.
General Manager, McAllen Public Utilities
(956) 681-1000

Company Profile

Please provide the following:

1. Company's official registered name.

RO ENGINEERING, PLLC

2. Brief history of your company, including the year it was established.

RO Engineering PLLC, a Professional Limited Liability Company was established on November 25, 2009 in the State of Texas and is owned by Rene R. Olivarez, P.E. The Firm is registered with the Texas Board of Professional Engineers Registration No. 12179.

RO Engineering was established with the goal of providing clients in the low Rio Grande Valley with quality engineering and hands-on services based on solid experience and cost efficient solutions. We understand the needs of our governmental and private clients because we have served as facility administrators on the school district side. So, we understand what works and what does not work. We understand state and local laws involved in school districts and municipalities; this allows us to maneuver through policies and procedures efficiently to deliver projects on time and under budget. It is this combination of experience and proven performance that makes our company unique to the area.

3. Corporate office location.

RO Engineering, PLLC
135 Paseo del Prado, Suite 28
Edinburg, TX 78539

4. List the total number of sales persons employed by your organization within the United States, broken down by market.

We have 3 sales persons

5. List the number of location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

135 Paseo del Prado, Suite 28
Edinburg, TX 78539

Rene Olivarez, P.E. / Principal
956-292-3336
r.olivarez@ro-engineering.com

Norma Olivarez / Sales & Marketing
956-292-3288
Normacatalina73@yahoo.com

Noe Olivarez / Construction Sales
956-893-3144
olivarezjno@yahoo.com

6. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
- A. Sales
 - B. Sales Support
 - C. Marketing
 - D. Financial Reporting
 - E. Executive Support

Rene Olivarez, P.E. / Principal
956-292-3336
r.olivarez@ro-engineering.com

The following is a brief summary of key personnel's work experience:



Rene R. Olivarez, P.E. | Principal

Mr. Olivarez obtained a Bachelor of Science in Mechanical Engineering from the University of Texas – Pan American. His experience includes energy studies & procurement, preparation of engineering plans and specifications, grant writing, bidding and contractual processes, construction management, facility assessments, board presentations, private and public infrastructure projects. Most recently as the District Engineer for Edinburg Consolidated Independent School District, he was instrumental in assisting the district in obtaining \$18 Million of disaster relief funding by assessing the district facilities. Also, he has led the procurement of three energy contracts saving the district approximately \$2 Million in a span of 6 years. In addition, he wrote, submitted and executed the SECO Texas Cool Schools Grant for a total of \$1,998,250.

Mr. Olivarez has a strong management background having direct oversight of Edinburg CISD's Maintenance & Facilities Department. He also previously worked for General Electric Motors & Controls Manufacturing for 10 years in the area of Quality Control. He is certified in 6 Sigma and licensed as a Professional Engineer in Texas.

Noe Olivarez, MSSW/LMSW | Construction Administration

Mr. Noe Olivarez obtained a Bachelors and a Masters Degree in Social Work from the University of Texas – Pan American. He has a diverse background of 20 years experience as a business owner and various construction projects. Mr. Noe Olivarez provides public relations with a diversified clientele. His role will involve site inspections and construction administration.

7. Define your standard terms of payment.

Our standard terms of payment are via check. Our customers pay us with checks and direct deposit. We pay our employees and subcontractors with business checks.

8. Overall annual sales for the last three (3) years; 2013, 2014, 2015

2013: \$30,000.00; 2014: \$120,000.00; 2015: \$250,000.00

9. What differentiates your company from competitors?

We are an engineering firm capable of performing both engineering and construction. We have the ability to self-perform trades such as electrical, plumbing, concrete work, carpentry, painting, flooring, roofing, and site work. We subcontract on a case by case basis. Our understanding of the public work requirements and knowledge of governing codes makes us more efficient than others.

Marketing/Sales

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

- a. TIPS logo will be placed on our website
- b. Send letter to all our potential clients through mail
- c. Place on business cards
- d. Advertisement of contract in regional publications

2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

I will start by stating that most regional public entities have an interlocal agreement with TIPS and how other neighboring school districts or municipalities have worked with us through this procurement process. We will explain that it is a legal process that gives government entities the ability to procure goods and services with several benefits. One

benefit is the reduction in the procurement time in comparison to a legal notice bid. The customer does not have to wait 4 weeks to award a contract through this process. I will also add that he does not need to get 2-3 quotes, only one quote from a vendor that has been awarded a TIPS contract. Another benefit is that you are able to select the materials & equipment you want with all the added features as opposed to a legal notice that leaves you at the vendor's selection as long as it is an approved equal. Also, it allows the customer to negotiate pricing with the vendor swiftly. And finally, the customer can select the vendor they like working with that has proven to perform good work so long as the pricing is competitive. I will mention that TIPS has already done the RFP work for them and selected the vendors who have committed to provide pricing in line with RS means. So, they can rest assured that TIPS will verify that we are providing competitive pricing.

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

We will send make periodic visits and discuss what we work we can perform through our TIPS contract. We will meet with Purchasing Directors, Facility Managers, Superintendents, and board members to market. We will add TIPS logo to our quotes. We will provide promotional items showing the TIPS logo. We will sponsor fundraiser events and shows that will show the TIPS contract on our promotional items.

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

\$ 350,000.00 in year one

\$ 500,000.00 in year two

\$ 1,000,000.00 in year three

P&C 877 282 1625 | 225 South 5th Street
Bonds 800 933 7444 | PO Box 2683
Waco, Texas 76702-2683

February 24, 2016

R.O. Engineering, PLLC
135 Paseo Del Prado #28
Edinburg, TX 78539

RE: Surety Support

To Whom It May Concern:

We are pleased to have the opportunity to recommend R.O. Engineering, PLLC to you.

Single bonds in excess of \$500,000 have been written for the contractor.

All normal underwriting checks have confirmed R.O. Engineering, PLLC to be a contractor of the highest quality. All work references have indicated that R.O. Engineering, PLLC has performed as agreed and within the specified time.

We should be able to handle any reasonable bond request by R.O. Engineering, PLLC subject to our underwriting guidelines and the execution of a contract mutually agreeable to all parties.

We ask that you give R.O. Engineering, PLLC, every consideration, and if you need additional information, please do not hesitate to call me at 254-759-3821.

Sincerely,



Dee Willis
Contract Bond Underwriter

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



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

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

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

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

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

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1271584569400**
File/Vendor Number: **487945**
Approval Date: **19-NOV-2014**
Scheduled Expiration Date: **19-NOV-2018**

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

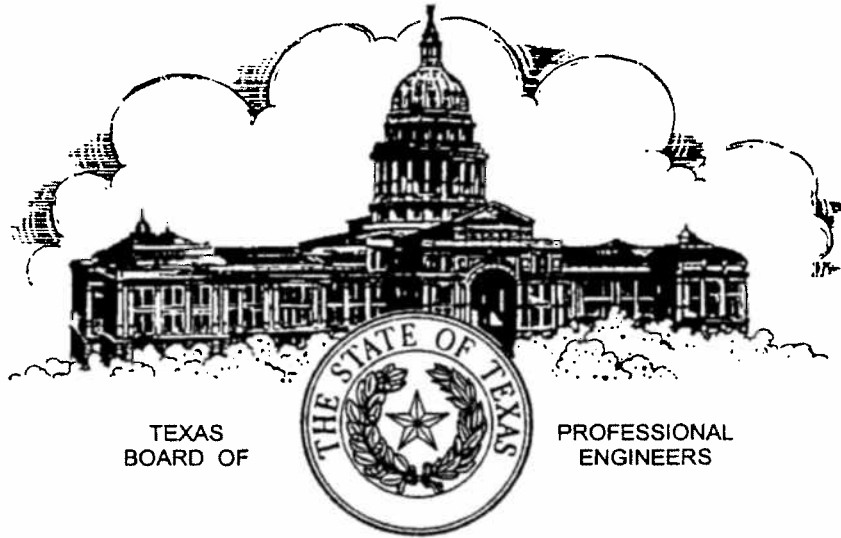
RO ENGINEERING, PLLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 21-NOV-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in black ink that reads "Paul A. Gibson".

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

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



TEXAS
BOARD OF

PROFESSIONAL
ENGINEERS

BE IT KNOWN THAT

Rene Ruben Olivarez

HAVING GIVEN SATISFACTORY EVIDENCE OF QUALIFICATIONS
REQUIRED UNDER THE TEXAS ENGINEERING PRACTICE ACT,
TEXAS CIVIL STATUTES, ARTICLE 3271a, IS GRANTED THIS

LICENSE TO PRACTICE AS A

PROFESSIONAL ENGINEER

IN THE STATE OF TEXAS

PROVIDED THIS LICENSE IS NOT REVOKED AND IS RENEWED ACCORDING TO LAW



TEXAS BOARD OF
PROFESSIONAL ENGINEERS

IN WITNESS WHEREOF,

WE HAVE HEREUNTO SET OUR HANDS
AND AFFIXED THE SEAL OF THE BOARD AT
THE CITY OF AUSTIN, THIS 19TH DAY OF
DECEMBER 2008.


BOARD CHAIR


BOARD SECRETARY

SERIAL
NUMBER **102302**

TBPE
Texas Board of
Professional Engineers

Licensed Professional Engineer
Number **102302**
Status **ACTIVE**
Expires **9/30/2015**

RENE RUBEN OLIVAREZ

R. Olivarez

P.E. Signature



Lee K...
TBPE Executive Director

STATE OF TEXAS
FRANCISCO O GARCIA

AIR CONDITIONING &
REFRIGERATION CONTRACTOR

ELECTRO COOLING SERVICE LLC

LIC.# TACLB14359E
EXPIRES 09/06/2015



TEXAS DEPARTMENT OF LICENSING AND REGULATION

STATE OF TEXAS
FRANCISCO O GARCIA

MASTER ELECTRICIAN

LICENSE NUMBER 248144
EXPIRES 09/20/2015



TEXAS DEPARTMENT OF LICENSING AND REGULATION

STATE OF TEXAS
ELCO

ELECTRICAL CONTRACTOR

LICENSE NUMBER 29564
EXPIRES 04/26/2015



TEXAS DEPARTMENT OF LICENSING AND REGULATION

TEXAS STATE BOARD OF PLUMBING EXAMINERS
AUSTIN, TEXAS
BE IT KNOWN THAT

JUAN DANIEL VELA
MASTER

LICENSE NO.
12393



D.O.B.

EXPIRES
02/29/2016

IS HEREBY LICENSED IN ACCORDANCE WITH CHAPTER 1301 OCC. CODE

AWARD

Board of Trustees confers upon

Gerardo Trevino

this certificate of completion for

Welding Level Two

in the Standardized Craft Training program
on this Seventh day of June, 2013



Donald E. Whyte

Donald E. Whyte
President, NCCER

Online Verification for

Gerardo Trevino

Card Number: 11050289

Levels Completed

Date	Level
6/7/2013	Core Curricula
6/7/2013	Welding Level Two

Modules Completed

Date	Module
6/7/2013	00101-09 Basic Safety
6/7/2013	00102-09 Introduction to Construction Math
6/7/2013	00103-09 Introduction to Hand Tools
6/7/2013	00104-09 Introduction to Power Tools
6/7/2013	00105-09 Introduction to Construction Drawings
6/7/2013	00106-09 Basic Rigging
6/7/2013	00107-09 Basic Communication Skills
6/7/2013	00108-09 Basic Employability Skills
6/7/2013	00109-09 Introduction to Materials Handling
6/7/2013	29101-09 Welding Safety
6/7/2013	29102-09 Oxyfuel Cutting
6/7/2013	29103-09 Plasma Arc Cutting
6/7/2013	29104-09 Air Carbon Arc Cutting and Gouging
6/7/2013	29105-09 Base Metal Preparation
6/7/2013	29106-09 Weld Quality
6/7/2013	29107-09 SMAW-Equipment and Setup
6/7/2013	29108-09 Shielded Metal Arc Electrodes
6/7/2013	29109-09 SMAW-Beads and Fillet Welds
6/7/2013	29110-09 Joint Fit-Up and Alignment
6/7/2013	29111-09 SMAW-Groove Welds and Backing
6/7/2013	29201-09 Welding Symbols
6/7/2013	29202-09 Reading Welding Detail Drawings
6/7/2013	29203-09 Physical Characteristics and Mechanical Properties of Metals
6/7/2013	29204-09 Reheating and Postheating of Metals
6/7/2013	29205-09 GMAW and FCAW - Equipment and Filler Metals
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Guide to Module
Language Codes

Code Language

ES Spanish/Español

FR French/Français

PT Portuguese/Português
RU Russian/Русский

29208-09 GTAW Plate

29301-10 SMAW - Open-Root Pipe Welds

DONE