

# TIPS VENDOR AGREEMENT

**Between** Alderink Enterprises, LLC DBA Cleaner Image, INC **and**  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

## RCSP 170601 PAVEMENT AND OTHER RELATED SERVICES (JOC)

### General Information

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

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

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

### Definitions

**PURCHASE ORDER** is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member 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.

# Terms and Conditions

## Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

## 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.)

## Agreements

**All Agreements 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.

**Agreements 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 Agreements**

No assignment of Agreement 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 Agreement.
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 Agreement.

## **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

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

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

## **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time 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 agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

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

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

### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement 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 or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. 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 Agreements.** 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 Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, 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 Agreements.** 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 Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. 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, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement 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 Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage 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 Agreement 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 Agreement at any time.

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

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

## **Termination for Convenience**

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

## **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". 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 Agreement**

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. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement 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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement 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 Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

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

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

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

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

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

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

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

**Smoking**

Persons working under Agreement 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 Agreement". 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 Agreement by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

The entity participating in the TIPS Agreement 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

## **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

## **Legal obligations**

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



## **Force Majeure**

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

## **Services**

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

## **Scope of Services**

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

## **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

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

## **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the

TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### **Support Requirements**

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

### **Incorporation of Solicitation**

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

## Special Terms and Conditions

It is the intent of TIPS to Agreement 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.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements 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 Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RCSP 170601 Pavement and Other Related Services (JOC)

Company Name Cleaner Image

Address 104 E Pioneer St

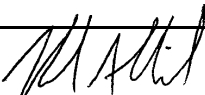
City Irving State TX Zip 75061

Phone 972-721-9796 Fax 972-721-1755

Email of Authorized Representative rob@cleanerimage.biz

Name of Authorized Representative Rob Alderink

Title Vice-President

Signature of Authorized Representative 

Date 06 / 07 / 2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 8/24/2017

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address	Region VIII Education Service Center 4845 US Highway 271 North	Address
Email	david.mabe@tips-usa.com		Pittsburg, TX 75686	Contact
Phone	+1 (903) 243-4759	Contact	David Mabe, TIPS Vice-President of Construction	Department Building
Fax	+1 (866) 749-6674			
Bid Number	170601			Floor/Room
Title	Pavement and Other Related Services	Department		Telephone
Bid Type	RFP	Building		Fax
Issue Date	6/1/2017 08:00 AM (CT)			Email
Close Date	7/31/2017 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company	Alderink Enterprises, LLC (Cleaner Image, Inc)
Address	104 E Pioneer St  Irving, TX 75061
Contact	
Department	
Building	
Floor/Room	
Telephone	(972) 721-9796
Fax	(972) 721-1755
Email	
Submitted	6/20/2017 01:37:18 PM (CT)
Total	\$0.00

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

Signature Rob Alderink

Email rob@cleanerimage.biz

## Supplier Notes

Please let us know if anything is missing from our submission!

## Bid Notes

## Bid Activities

## Bid Messages

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**Bid Attributes**

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)	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.)	We are a full service pavement maintenance service provider specializing in striping, power washing, power sweeping and concrete & asphalt repair.
6	Primary Contact Name	Primary Contact Name	Rob Alderink
7	Primary Contact Title	Primary Contact Title	Vice-President
8	Primary Contact Email	Primary Contact Email	rob@cleanerimage.biz
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-721-9796
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-721-1755
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-721-9796
12	Secondary Contact Name	Secondary Contact Name	Doug Alderink
13	Secondary Contact Title	Secondary Contact Title	Vice-President
14	Secondary Contact Email	Secondary Contact Email	doug@cleanerimage.biz
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-721-9796
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-721-1755
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-721-9796
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Shelley McClendon
19	Admin Fee Contact Email	Admin Fee Contact Email	shelley@cleanerimage.biz

20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-721-9796
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Rob Alderink
22	Purchase Order Contact Email	Purchase Order Contact Email	rob@cleanerimage.biz
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	972-721-9796
24	Company Website	Company Website (Format - www.company.com)	www.cleanerimage.biz
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-5924078
26	Primary Address	Primary Address	104 E Pioneer St
27	Primary Address City	Primary Address City	Irving
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75061
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.)	Stripping, Concrete Repair, Asphalt Repair, Power Washing, Crack Sealing, Seal Coating, Power Sweeping, Sand Blasting, Joint Sealing
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)	Yes
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?	Irving
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Pricing Information:	Pricing information section. (Questions 36 - 38)	(No Response Required)
36	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
38	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
39	Years Experience	Company years experience in this category?	12
40	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	1 year
41	Estimating Requirements	Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question.	RS Means Online
42	Other Estimating Software	Please list the program name, website address and phone number of the requested estimating software.	

- 43 Right of Refusal Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion? Yes
- 44 NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
  - 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
  - 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
  - 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
- 45 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 46 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No



47 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds. Yes, I certify  
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that:  
(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.  
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.  
(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

If you certify the three (3) certification of lobbying statements above, answer YES to this question and move to the next question. No action is needed.  
If the answer to this question is NO, and you can not certify the three (3) statements above, please download the Certification Regarding Lobbying form, fill out the form, sign the form, scan the form and upload to the Certification Regarding Lobbying section on the "Response Attachments" tab.  
You may find the Blank Certification Regarding Lobbying form on our website at:

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

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

48 Regulatory Standing

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

49 Regulatory Standing

Regulatory Standing explanation of no answer.

50 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Instructions for Certification:

(No Response Required)

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

including suspension and / or debarment.

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

Yes

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

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

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).  
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)  
USDA is an equal opportunity provider, employer, and lender.

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

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 54 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 55 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 56 2 CFR PART 200 (B) Termination Yes
- Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

57	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
59	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

60	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
61	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

62 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

63 Remedies

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

Yes, I Agree

64 Remedies Explanation of No Answer



65	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
66	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
67	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68	Alternative Dispute Resolution Explanation of No Answer		
69	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

70 Infringement(s) Explanation of No Answer

71 Acts or Omissions

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

Yes, I Agree

72 Acts or Omissions Explanation of No Answer

73 Contract Governance

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

Yes

74 Payment Terms and Funding Out Clause

Payment Terms:  
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.  
Funding out Clause:  
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.  
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

75 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

If the vendor has staff that meet both of these criterion:  
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

76 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

77 Solicitation Deviation/Compliance

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

- 78 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.  
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.  
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 79 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 80 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

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Line Items

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Response Total: \$0.00

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FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

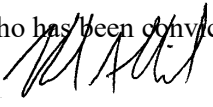
I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Rob Alderink  
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: \_\_\_\_\_

B. My firm is not owned nor operated by anyone who ~~has been convicted~~ of a felony:

Signature of Authorized Company Official:  \_\_\_\_\_

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Company Official: \_\_\_\_\_



CERTIFICATION BY CORPORATE OFFERER

**IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** Cleaner Image  
(Name of Corporation)

I, Rob Alderink certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

Rob Alderink  
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Vice-President  
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

N/A

\_\_\_\_\_  
CORPORATE SEAL



\_\_\_\_\_  
SIGNATURE

08 / 10 / 2017  
DATE

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

The Education Service Center Region 8 and TIPS 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?** (Circle one)

YES or NO

**2. If yes, do you agree to comply with the following federal requirements?** (Circle 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 Cleaner Image

Print name of authorized representative Rob Alderink

Signature of authorized representative  \_\_\_\_\_

Date 08 / 10 / 2017

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

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

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**I DO NOT desire to expressly waive** any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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

Cleaner Image

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

Rob Alderink, Vice-President



\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

104 E Pioneer St Irving, TX 75061

972-721-9796

\_\_\_\_\_  
Address City State ZIP Phone

# PROCUREMENT SOLICITATION DOCUMENT



## **The Interlocal Purchasing System (TIPS)**

A Cooperative Purchasing Program available for membership by Government and Other Entities in all fifty states.

*Lead Agency*



**Region 8 Education Service Center**

4845 US Hwy. 271 North, Pittsburg, Texas 75686 - Toll-free (866) 839-8477  
www.tips-usa.com E-mail: bids@tips-usa.com

## **NOTICE TO PROPOSERS**

**DEADLINE DATE FOR ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY  
or otherwise is:**

**July 21, 2017 at 3:00 P.M. Local Time**

**The solicitation documents may be found at <https://tips.ionwave.net>**

If a problem is encountered accessing the solicitation, please contact TIPS at the address or phone listed above for help.

**This solicitation is a "Request for Competitive Sealed Proposals" as permitted in the Texas Government Code § 2269 for the category of Job Order Contracting:**

**RCSP 170601 Pavement and Other Related Services (JOC)**

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed Proposals, RCSP, or other specific terms may not be accurate in legal terminology and should be construed to mean the method of competitive procurement listed above with the legal citation of the source of the procurement method. Example: "This Solicitation is a Request for Proposals as permitted in the Texas Government Code § 2269".

# General Information

## FINANCING OF TIPS

### TIPS Contractor Paid Fee

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual contractor project sales. Contractor will pay the fee on the actual invoiced and paid sales to TIPS members. Fees are not assessed to contractors for shipping cost, required bond cost, or any taxes that may be applicable. TIPS establishes a fee for each solicitation for proposals that is in the best interest of TIPS and its members.

**The fee schedule for agreements awarded under solicitation is 2 %.**

### Term of Agreement and Renewals

The initial term of the agreement is one year. Awarded agreements may be renewed on the annual agreement award date for two additional consecutive one year terms if sales have been successfully reported to TIPS and if both parties agree. THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserved the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

### Contractor Questions

Questions about the specific SOLICITATION shall be submitted to [bids@tips-usa.com](mailto:bids@tips-usa.com) with the following in the subject line: "SOLICITATION NAME #xxxxxx contractor question". Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

**QUESTIONS WILL BE RECEIVED UNTIL July 7, 2017 AT NOON Local Time.**

### Pre-Bid Meeting (Not Mandatory)

**A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email [bids@tips-usa.com](mailto:bids@tips-usa.com)**

**By Noon, June 14, 2017.**

**If requested, a Pre-Bid meeting will be scheduled, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.**

## **ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:**

Posting Date	<b>June 1, 2017</b> (Thursday) at 8:00 AM Local Time (1 <sup>st</sup> Thurs)
Pre-Bid Meeting	<b>July 21, 2017</b> (Thursday) at 9:00 AM Local Time (3 <sup>rd</sup> Thursday) <i>*If Requested</i>
Proposal Deadline	<b>July 21, 2017</b> (Friday) at 3:00 PM Local Time (3 <sup>rd</sup> Friday)
Proposal Opening	<b>July 21, 2017</b> (Friday) at 3:00 PM Local Time (3 <sup>rd</sup> Friday)
Proposals Reviewed	<b>July 21, 2017 to August 17, 2017</b>
Proposals Award	<b>August 24, 2017</b> (Thursday) 8:30 AM Local Time (4 <sup>th</sup> Thursday)
Award Notifications	<b>August 24, 2017</b> (Thursday) 12:00 PM Local Time (4 <sup>th</sup> Thursday) <b>August 24, 2017</b> TIPS will begin posting to TIPS Website. <b>August 24, 2017</b> Contractors may call for results <b>August 24, 2017</b> Award letters will be made available online

**\*Non-Award letters will be mailed to contractors with No Awards.**

**Note: These Bids will stay publicly posted for 50 days.**

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### **Pricing**

It is the intention of TIPS to establish an agreement to furnish and/or deliver Job Order Contracting services provided by awarded contractors to its members. Proposers must provide pricing based on a multiplier coefficient of the R.S. Means price book sections for the categories solicited.

### **Wage Rates**

TIPS members usually, depending on the jurisdiction, have to designate or follow specific wage rates for their construction projects. Many times, this is Davis-Bacon Act and sometimes it may be another local wage rate determination. Regardless, the contractor must comply with the designated wage rates and the RS Means Unit Price Book has taken into account the local wage rates for the geographic area.

### **Maximum Aggregate Contract Price**

Texas Government Code §2269.403 (b) requires that the governmental entity shall establish the maximum aggregate contract price when it advertises the proposal. Because this solicitation is available for piggyback by multiple entities, there is no accurate method to project the maximum aggregate price. Therefore, an arbitrary maximum aggregate contract price for sales by all awarded contractors under this solicitation is set at \$10,000,000,000. This arbitrary figure is not a guarantee of any sales under the award and it should not be construed as an estimate of total sales during the contract period. If and when the \$10,000,000,000 figure is reached, the awarded contracts will expire immediately and a new solicitation may be issued if in the best interest of TIPS and its

members.

### **Job Order Contracting (JOC)**

It is the intention of TIPS to establish a contract to furnish and/or deliver construction services using the **Job Order Contracting** construction delivery method. The work includes minor construction, repair, rehabilitation and alteration services for a wide variety of colleges and universities, schools, cities, counties, healthcare and other government and non-profit agencies.

**Unit Price Book (UPB)** will be the current edition of RS Means Facilities Construction Cost Data at the time of the project acceptance – the published quarterly updates will be allowed.

**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.

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 participating members.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to a Unit Price Book (UPB) from RS Means. 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. Pricing will be evaluated based upon completion of Pricing Exhibit.

Pricing Exhibit document must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” PRICING section.

### **Bonding**

Proposer must provide a letter from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized to do business in the State of Texas and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570)

Bonding capabilities documentation must be scanned and uploaded to the “Response Attachments” BONDING section.

## **Job Order Contracting Definitions**

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

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

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

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

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

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

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

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

**REGULAR HOURS** are defined as those hours between the hours of 6 AM and 6 PM, local time to the location of the project, Monday thru Friday and not occurring on a listed holiday below in section entitled "Proposal Instructions" #3. These hours include any lunch or other meal period for workers. All time, whether regular or premium hours, are subject to all labor regulations, including overtime as required by law.

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### **End of Definitions section**

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

Cleanup: Awarded contractor 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 contractor shall not begin a project for which TIPS Member has not prepared the site, unless awarded contractor 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 contractor 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 contractor 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 contractor 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 contractor 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 contractor 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.

### **Right to Work**

Pursuant to any award under this RCSP, TIPS, per Texas Gov't Code §2269.054:

(1) may not consider whether a person is a member of or has another relationship with any organization; and (2) shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to an organization.

### **Smoking**

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

### **Services**

When applicable, and depending on the laws of the TIPS member's jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the TIPS member's local and state purchasing requirements. In Texas, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order/contract.

**ENGINEERING AND ARCHITECTURAL SERVICES  
IT IS NOT PERMITTED IN TEXAS AND SOME OTHER JURISDICTIONS FOR ENGINEERING AND  
ARCHITECTURAL SERVICES (A&E) TO BE PROCURED OR PROVIDED THROUGH AN INTERLOCAL**

**COOPERATIVE CONTRACT SUCH AS THIS ONE. THE TIPS MEMBER, IF REQUIRED BY LAW, MUST ENGAGE INDEPENDENT A&E PROVIDERS ACCORDING TO THE STATUTORY REQUIREMENTS OF THEIR JURISDICTION TO PROVIDE, BUT NOT LIMITED TO, ANY ONE OR MORE OF THE FOLLOWING: PLANS, DRAWINGS, SPECIFICATION, APPROVAL, REVIEW, SUPERVISION, ETC.**

### **Scope of Services**

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

### **Project Delivery Order Procedures**

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

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

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded contractor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### **Support Requirements**

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

### **Costs Pass Through**

Bonding cost, taxes and permit fees paid by the contractor for a Job Order Contract for a TIPS member shall pass through the cost at no markup to the TIPS member. Other pass through costs, if desired, may be determined with the member at the time of contract negotiation.

## **About TIPS**

TIPS agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

It is the purpose of this SOLICITATION to establish awarded contractor agreements to satisfy the Job Order Contract procurement needs of participating member entities. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance contractors. Proposers are requested to submit a proposal for offering their Job Order Contract services and/or goods commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) according to the evaluation criteria. Proposer must actually provide the requested services. Example: a software company may not propose to perform construction work)
- TIPS reserves the right to award multiple contractors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute TIPS membership Agreements in the future. Member List: <http://www.tips-usa.com/assets/documents/docs/membership.pdf>
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

### **Benefits of TIPS**

- Provide government entities opportunities for greater efficiency and economy in acquiring Job Order Contracting services through competitively procured contractor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” contractors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.

- Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

### **Customer Service**

- TIPS staff is available to members for assistance in viewing/contacting awarded contractors and to make purchase and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables contractors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

### **Purchasing Procedures**

- Agreements are established through free and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation. Purchase orders, contracts or equivalent are issued by participating governmental entities directly to the Contractor. Purchase orders or equivalent are usually sent to the TIPS office where they are reviewed by the TIPS staff and forwarded to the Contractor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the contractor and report the purchase to TIPS.
- **NOTE: It is always the contractor's responsibility under the TIPS agreement to report all sales under the agreement to TIPS.**
- Contractors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Contractor receives payment directly from the participating member agency.

### **Notice of Confidentiality of Proposed Information**

The proposal submitted and all information therein is available to TIPS members. Also, according to the Texas Public Information Act, any documents or information held by TIPS "may" be public information. In the documents for the proposer to complete is a declaration form entitled "CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552" that must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

## **Proposal Instructions**

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.

3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS to all those known to have reviewed the SOLICITATION documents through our electronic bidding software, ION Wave.

**PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.**

TIPS reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to TIPS and its members at any time during the term of an awarded agreement with the contractor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

**Felony Conviction Notice (Required in Texas) -Notification of Criminal History** "A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement." This notice is not required of a publicly held corporation. Texas Education Code § 44.034. See FELONY CONVICTION NOTICE document on the "Attachments" tab. Felony conviction notice document must be uploaded to the "Response Attachments" FELONY CONVICTION NOTICE section.

**References**

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts,

College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” REFERENCES section.

### **Contractor Certifications**

Contractor certifications will include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the “Response Attachments” D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is relevant to their entities’ policies.

There is a form that relates to all contractors that is required by Federal Regulation when federal funds are expended by a member. Contractors should complete all requested forms agreeing to comply with the federal regulations.

### **Contractor Agreement**

Contractor Agreement must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” CONTRACTOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with TIPS, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

### **Contractor Agreement Signature Form**

Contractor Agreement Signature Form must be downloaded from the “Attachments” section, completed, signed, scanned and uploaded to the “Response Attachments” CONTRACTOR AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with TIPS, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

### **Warranty (If applicable)**

Warranty documentation must be scanned and uploaded to the “Response Attachments” WARRANTY section.

### **Protest Procedure**

If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor must follow the following process:

[http://www.tips-usa.com/assets/documents/docs/letters/Protest\\_Procedures\\_for\\_Vendor.pdf](http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf)

### **Supplementary Catalogs and Information (If applicable)**

Supplementary Information documentation should be scanned and uploaded to the “Response Attachments” SUPPLEMENTARY section. (Company brochures, company and key personnel profiles, marketing documents, product information, etc.) Scan all documents together as one PDF document and upload to the SUPPLEMENTARY section. Supplementary information is not required, but recommended.

**LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS**  
Depending on different entities' and jurisdictions' laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.

## **Terms and Conditions**

1. **Exclusivity**- Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded contractors of another solicitation, if TIPS decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to "sunshine" laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer, your proposal will be your final offer for solicitation competition purposes. Contractor may lower their initially proposed price coefficient at any time during agreement period.
4. **Non-Responsive Proposals**: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
5. **Deviations and Exceptions**: Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.
6. **Equal Pricing** – Pricing proposed shall be provided to any TIPS member and regardless of the quantity of product or service purchased from the awarded contractor. Pricing may always be lowered by the contractor if circumstances permit to provide better value to TIPS members and for the contractor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all TIPS members if the quantities, timing and all other circumstances are identical.
7. **Estimated Quantities**: Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to contractors in preparing proposals only. The successful Contractor(s)

discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.

**8. Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is at the sole discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.

**9. Evaluation** – TIPS will evaluate the best value by rating the proposals submitted by the contractors. The point score received will be the weighted score which will be used to determine awarded contractors. See Evaluation criteria sheet with applicable point weights in this document.

**10. LIMITATION OF LIABILITY - Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

**11. RESERVATION OF RIGHTS** - TIPS expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
- (c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue a SOLICITATION;
- (e) TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;



- (f) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserves the right to procure any items or services by other means at the sole discretion of TIPS or its members.

## **PAVEMENT AND OTHER RELATED SERVICES (JOC) PROPOSAL SCORING AND EVALUATION**

A qualified evaluation committee will evaluate and score all proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors. TIPS will base a recommendation for award on factors permitted by the Texas Government Code section 2269. The factors which will be considered and weighted points in each area as follows (100 total points):

TIPS shall use a final overall scoring system to include consideration for competitive pricing, best value price and cost evaluation. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if a offeror stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best value price as it relates to the products and services. However, price is ultimately only one of the factors taken into consideration in the evaluation and award. TIPS shall reserve the right to reject any or all proposals or any part of any proposal. The following evaluation criteria are permitted for consideration by Texas Government Code section 2269.055.

1. Price: 28 points maximum weight. Prices quoted as related to the information within the solicitation as a coefficient of the R. S. Means price book, and, if requested or proposed, any other line item pricing. Any Regular Hours Multiplier Coefficient proposed on the pricing exhibit greater than 1.5 will receive no points. A proposal with a coefficient less than 1, will receive maximum points.
2. Offerer's experience: 24 points maximum weight. Scoring may be based on references, information provided in the response or TIPS staff knowledge or any other information available to TIPS evaluators.
3. Offerer's reputation: 24 points maximum weight. Scoring may be based on references, information provided in the response or TIPS staff knowledge or any other information available to TIPS evaluators.
4. Offerers financial capability: 24 points maximum weight. Scoring may be based on bonding capacity as provided by proposer in the form of letters from the proposer's bonding surety(ies). Bonding capacity greater than \$5 million will receive maximum points. Bonding capacity less than \$100,000 will receive no points. Bonding capacity between \$100,000 and \$5 million will receive a point total between 0 and 24.

PROPOSERS FALLING BELOW A 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

### **Description, Specifications and Pricing**

The PAVEMENT AND OTHER RELATED SERVICES contract will use a job order contract (JOC) for a fixed term or maximum dollar value, whichever occurs first, in which a contractor is selected based on a competitive bid to perform various separate job orders in the future, during the life of the contract. Contract award is based on the bid coefficient factor which the contractor will multiply against “pre-priced” R.S. Means unit price book. The bid coefficient factor represents all of the contractor’s costs (indirect and direct), overhead and profit. The other adjustment factor is updated annually based on the City Cost Index published for the closest location.

The PAVEMENT AND OTHER RELATED SERVICES scope is exclusive to the contractor. The most important decision in administering the PAVEMENT AND OTHER RELATED SERVICES contract is therefore the drafting of the scope. Because the contractor has been selected and the unit price is fixed (by the unit price book and the contractor’s coefficient factor), the PAVEMENT AND OTHER RELATED SERVICES contract allows contractor input prior to design, which can expedite the work.

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 participating members.

A contract will be established with standard specifications and pricing based upon a coefficient that is applied to an R.S. Means 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. Based on the scope of work, the contractor may apply a coefficient less than the TIPS contractor coefficient, if agreed upon by the contractor and the TIPS member. Pricing will be evaluated based upon completion of Pricing Exhibit.

The PAVEMENT AND OTHER RELATED SERVICES contract will include, but not limited to, the following RS Means Divisions:

Division 1 – General Conditions

Division 2 – Existing Conditions

Division 3 – Concrete

Division 5 – Metals

Division 7 – Thermal and Moisture Protection - Joint Sealants

Division 31 – Earth Work

Division 32 – Exterior Improvements

For any labor/materials outside this list of approved divisions, enter a multiplier coefficient in the “All Other Divisions” field on the Pricing Exhibit.

Pricing Exhibit must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” PRICING section.

### **Optional or Supplemental Pricing in addition to the R. S. Means Coefficient**

If the proposer desires, the proposer may supplement the coefficient pricing component with a line item price for goods to be utilized in the proposed services for specific **goods** not listed in the R. S. Means price book.

### **If you propose goods under a catalogue, please note the following:**

#### **Definition of “catalogue”**

"Catalogue" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, which takes the form of a catalogue, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing contractor may be applied.

### **Adding New or Replacement Goods Items During the Life of the Agreement**

Requires proposing a minimum discount off catalogue prices for goods.

**Example:** During the life of the agreement, models change and new products come to market that are in the same category and are added to the contractor’s “catalogue” and are available for purchase by users of the agreement.

**Pricing Spreadsheet:** To propose goods not listed in the RS Means price book, download the Pricing Spreadsheet from the “Attachments” tab, complete the sheet and upload to the “Response Attachments” tab.

## PRICING EXHIBIT (Sample)

**\*\* Download the Pricing Exhibit from the "Attachments" tab, complete and upload to the "Response Attachments tab" \*\***

### RCSP 170601 PAVEMENT AND OTHER RELATED SERVICES (JOC)

There is additional information in the RCSP document on RS Means. You may go to the RS Means website to learn more about this price book. <https://www.rsmeans.com>  
 The RS Means Price Book is adjusted for different geographic areas by using a City Cost Index multiplier for each location. This is in the definitions section of the RCSP document.  
 Example: The current Dallas' City Cost Index is 86.9% and it is included in the sample calculation below.

**EXAMPLE:**

Unit Price Book cost	\$100.00
City Cost Index (Dallas)	.869
Contractor Coefficient	.95
Formula	(UPB) x (City Cost Index) x (Contractor Coefficient)
Cost To TIPS Member	(\$100.00) x (.869) x (.95) = \$82.555
TIPS Fee	(\$82.555) x (.02) = \$1.6511
Net To Contractor	(\$82.555) – (\$1.6511) = \$80.90

Please enter the coefficient you propose to apply to the RS Means Price Book Pre-Priced Tasks for each division.

RS Means (Division 1 – General Conditions)	_____	Regular Hours Multiplier Coefficient
	_____	After Hours Multiplier Coefficient
RS Means (Division 2 – Existing Conditions)	_____	Regular Hours Multiplier Coefficient
	_____	After Hours Multiplier Coefficient
RS Means (Division 3 – Concrete)	_____	Regular Hours Multiplier Coefficient
	_____	After Hours Multiplier Coefficient
RS Means (Division 5 – Metals)	_____	Regular Hours Multiplier Coefficient
	_____	After Hours Multiplier Coefficient
RS Means (Division 7 – Thermal and Moisture Protection – Joint Sealants)	_____	Regular Hours Multiplier Coefficient
	_____	After Hours Multiplier Coefficient
RS Means (Division 31 – Earth Work)	_____	Regular Hours Multiplier Coefficient
	_____	After Hours Multiplier Coefficient
RS Means (Division 32 – Exterior Improvements)	_____	Regular Hours Multiplier Coefficient
	_____	After Hours Multiplier Coefficient
RS Means (All Other Divisions)	_____	Regular Hours Multiplier Coefficient
	_____	After Hours Multiplier Coefficient

\*\* Any regular hours coefficient of 1.5 or greater will receive 0 points for the pricing criterion.

Please list the geographic markets where you are licensed, and desire to perform work. You may select national coverage or states. Check the appropriate box below:

National Coverage

States – List the abbreviation of each desired state in the space below. (Example: AR,

MO, TX, Etc.)

Texas

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Non-Pre-Priced Markup 20 %

Non-pre-priced line items are items not found in the Unit Price Book. Enter in the blank above your percentage markup that includes overhead and profit.

Contractor Name

Cleaner Image

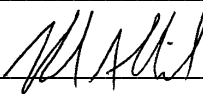
---

Authorized Representative Name

Rob Alderink

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Authorized Representative Signature



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Date 06 / 07 / 2017



**Cleaner Image**

*Where first impressions make a difference!*

## Warranty Form

Project: TBD  
Location: TBD

We, Cleaner Image, as the Subcontractor/Supplier for concrete repair, do hereby warrant that all labor and materials furnished and work performed in conjunction with the above project are in accord with the Contract documents and authorized modifications thereto, and will be free from defects due to defective materials or workmanship for a period of: one year.

***This warranty commences on: Substantial completion date of 00/00/0000 and ends one year hence***

Should any defect develop during the warranty period due to improper materials, workmanship or arrangement, the same shall, upon written notice by the Owner or General Contractor, be made good by the undersigned at no expense to the owner.

Nothing in the above shall be deemed to apply to work which has been abused or neglected by the Owner, to damage caused by Acts of God or to normal wear and tear. This does not preclude or replace additional warranties that may be required by the Contract Documents.

Cleaner Image  
Contractor

By\_\_ Rob Alderink\_\_\_\_\_

Title\_\_ Vice-President\_\_\_\_\_

Date\_\_\_\_\_

104 E Pioneer St  
Irving, TX 75061  
972-721-9796



# Cleaner Image

*Where first impressions make a difference!*

## Parking Lot Maintenance Services

### Parking Lot Striping

New Construction & Layouts \* Restriping  
Fire Lanes \* Stenciling \* Directional Arrows  
Sandblasting

### Parking Lot Sweeping

Parking Lots & Garages \* Sidewalks  
Landscape Clearing \* Leaf & Debris Removal  
Porter Services \* Snow & Ice Mitigation

### Asphalt & Concrete Repair

Crack Sealing \* Speed Bumps  
Pothole & Curb Repair \* Handicap Ramps  
Seal Coating

### Power Washing

Parking Lots & Garages \* Water Recovery  
Sidewalks \* Retail & Office Entrance Cleaning  
Gum & Oil Removal \* Construction Site

### Signage & ADA Compliance

**(972) 721-9796**

**[www.cleanerimage.biz](http://www.cleanerimage.biz)**

104 E. Pioneer St. Irving, TX 75061

Family owned  
& operated  
since 2001

*Visit our website or call us  
today for a FREE estimate!*



June 19, 2017

TIPS

4845 U.S. Hwy. 271 N  
Pittsburg, TX 75686

To Whom It May Concern:

Re: File #71919211 - Alderink Enterises, LLC dba Cleaner Image, Inc.  
Letter of Bondability  
Company Code: 601 - Western Surety Company

We are aware that Alderink Enterises, LLC dba Cleaner Image, Inc. will be bidding on a contract with you. We consider the job to be within the qualifications and capabilities of this contractor.

It is our intention to provide bonds for single jobs up to \$350,000 or an aggregate amount up to \$350,000 on the following conditions: favorable review of bid results, contracts, and bond forms acceptable to Western Surety Company, a subsidiary of CNA Surety.

Any arrangement for surety credit is a matter between the contractor and our Company. We assume no liability to you or third parties, if for any reason we do not execute this bond.

If you have any questions, please contact our office.

Sincerely,



Eric Kirchner  
Underwriting Consultant

EK:hrs

cc: S B X P R S S, Inc.  
Alderink Enterises, LLC dba Cleaner Image, Inc.