

# VENDOR CONTRACT

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

## THE INTERLOCAL PURCHASING SYSTEM (TIPS) For JOB ORDER CONTRACTING – 1012116

### General Information

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

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

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

#### Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Terms and Conditions

### Freight

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

### Warranty Conditions

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

### Customer Support

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

### Contracts

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

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

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

**Tax exempt status**

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

**Assignments of contracts**

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

**Disclosures**

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

**Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

**Shipments**

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

**Invoices**

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

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

### **Payments**

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

### **Pricing**

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

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

### **Participation Fees**

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

### **Indemnity**

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

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

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

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

**Multiple Vendor Awards**

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

**State of Texas Franchise Tax**

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

**Miscellaneous**

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

**Purchase Order Pricing Deviation**

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

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

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

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

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

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

### **TIPS Member Purchasing Procedures**

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

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

Purchase Order Process:

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

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

### **Form of Contract**

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

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

## **Licenses**

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

## **Novation**

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

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

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

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

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

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



### **Stored materials**

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

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

### **Smoking**

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

### **Invoices**

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

### **Marketing**

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

### **Supplemental agreements**

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

### **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and

federal laws governing the sale of products/services identified in the RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

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

### **Force Majeure**

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

# SERVICES

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

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

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

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

## Information to Bidders

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

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

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

TIPS will receive **2% of the total revenue** from each PO executed under this contract. This fee will be included in the contractors priced coefficient and will not be issued as a separate line

item in any job order proposals issued to client members. This contract management fee will be required to be paid within thirty (30) days of the completion of any job order. If the job order has progress payments on large DOs the contractor will be required to pay in proportion to these payments within thirty (30) days of the invoice date.

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

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

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

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

Performance bonds will be required on all Job Orders over \$100,000 and payment bonds on all Job Orders over \$25,000 or meeting the client member's local and state requirements. A letter from a surety company that is licensed to do business in the state of Texas, or client member state, attesting to its willingness to bond your company for \$1 million dollars must be submitted. Contractors may need to provide additional capacity as job orders increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the client member and added to the purchase order.

## SCOPE OF SERVICES

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

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

## CONTRACT AND DOCUMENTS

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

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

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

## PROJECT DELIVERY ORDER PROCEDURES

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

Upon notification of a pending request, the contractor shall make contact with the client as soon as possible, but must make contact with the client member within two working days. Contractor shall visit the member's site and conduct a walk-through/project scoping with the member's representative to define the scope. Contractor's representative shall perform due diligence to request and gather all available project relevant existing conditions and record

documents from client member to include, but not limited to, hazardous materials survey and other relevant documents.

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

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

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

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

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

## **SCHEDULING OF PROJECTS**

Scheduling of projects will be accomplished when the client member issues a purchase order that will serve as "the notice to proceed" and will contain the job order as an attachment based upon the negotiated line estimate and approved Job Order proposal. For large projects a Construction Project Management (CPM) schedule should be included in the proposal. The

construction performance period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the contractor shall notify the client and have the client member inspect the work for acceptance under the scope and terms in the PO. The client will issue in writing any corrective actions that are required. Upon completion of these items the client will issue a completion notice and final payment will be issued.

## **SUPPORT REQUIREMENTS**

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

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

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

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

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

## Special Terms and Conditions

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

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

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

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

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





# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, Construction Contracts Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1012116	Floor/Room		Floor/Room
Title	Job Order Contracting	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	11/02/2015	Email	bids@tips-usa.com	Email
Close Date	12/11/2015 3:00:00 PM CT			
Need by Date				

## Supplier Information

Company Hi-Mark Roofing and Waterproofing  
 Address PO Box 440  
 Pinehurst, TX 77362  
 Contact Julie Ewers  
 Department Operations  
 Building  
 Floor/Room  
 Telephone 1 (281) 259-7099  
 Fax 1 (281) 259-7748  
 Email Julie@Hi-MarkRoofing.com  
 Submitted 12/10/2015 2:32:30 PM CT  
 Total \$0.00

Signature Julie Ewers

Email Julie@Hi-MarkRoofing.com

## Supplier Notes

Note: Our bondability letter is loaded under "all other certificates".  
 Also, we have attached letters of recommendation to our reference list.

## Bid Notes

## Bid Activities

## Bid Messages

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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?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, 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.)

Fusion Trading, through it'd DBA, Hi-Mark Roofing and Waterproofing has seen it's roofing/waterproofing business almost double in the last year. It's growth is attributed to the trust it has developed with it's clients. Fusion's on time and professional performance, coupled with the utilization of Hydro-Stop, the premier fluid applied system on the market, is the genesis for this trust.

In the early days, Fusion focused on window tinting. At one time we had the contract for Cy Fair ISD for film. Additionally, we have installed virtually all of the film installed by Pasadena ISD and Fort Bend ISD. These two areas of focus have allowed Fusion to develop significant relationships. Through these relationships, clients now look to Fusion for other solutions to their facility needs. As with the roofing and tinting, Fusion is developing and has developed relationships in many other areas of need for customers. These alliances and their products share the same common goal of being top of the line and tops in professionalism.

We are excited to bring relationships involving roof scans, painting LED lighting, solar (along with special financing) and other areas of needs, through TIPS to our respective customers. resolutions for any roofing problem.

Hi-Mark has identified, in the fluid applied arena, the HydroStop Premium Coat system that is cost effective, energy efficient, and most importantly, it eliminates points of failure that all building owners experience. Hi-Mark brings a solution to the everyday problems in the life of a building. Our team has installed millions of square feet of roofing around the world. Owner John Follis, an attorney, is professional, service-oriented, and knows what it takes to address the needs of every customer. Additionally Hi-Mark is in the position to utilize this contract for window tinting, street paving, solar, painting, LED lighting and other general contract needs.

6 Primary Contact Name

Primary Contact Name

John Follis

7 Primary Contact Title

Primary Contact Title

VP Sales

8 Primary Contact Email

Primary Contact Email

John@Hi-MarkRoofing.com

9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2812597099
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2812597748
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8324344170
12	Secondary Contact Name	Secondary Contact Name	Julie Ewers
13	Secondary Contact Title	Secondary Contact Title	Operations
14	Secondary Contact Email	Secondary Contact Email	julie@Hi-MarkRoofing.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2812597099
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2812597748
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	7135823528
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Julie Ewers
19	Admin Fee Contact Email	Admin Fee Contact Email	Julie@Hi-MarkRoofing.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2812597099
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Julie Ewers
22	Purchase Order Contact Email	Purchase Order Contact Email	Julie@Hi-MarkRoofing.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2812597099
24	Company Website	Company Website (Format - www.company.com)	www.Hi-MarkRoofing.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	81-0672614
26	Primary Address	Primary Address	PO Box 440
27	Primary Address City	Primary Address City	Pinehurst
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	77362
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.)	HydroStop, Hydro-Stop, Hydro Stop, Roofing, Coating, Window Film, Solar, Lighting, GAF, Waterproofing, Painting, LED, street paving
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) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	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?	Magnolia
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	5
44	Years Experience	Company years experience in this category?	11
45	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

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Line Items

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Response Total: \$0.00

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## CONTRACT Signature Form

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

Company Name: Fusion Trading LLC

Mailing Address: PO Box 440

City: Pinehurst

State: TX

Zip: 77362

Telephone Number: (281) 259-7099

Fax Number: (281) 259-7748

Email Address: John@Hi-MarkRoofing.com

Authorized Signature: 

Printed Name: John Follis

Position: VP Sales

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

Blende Mc Natt 1/21/16  
TIPS Authorized Signature Date

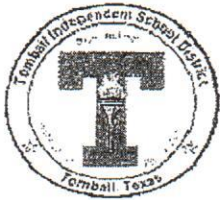
David Wayne Fitts 1/21/16  
Approved by Region VIII ESC Date



References

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

Organization	City	State	Contact Name	Contact Phone
Sheldon ISD	Houston	TX	Curtis Robinson	281-727-1425
Katy ISD	Katy	TX	Mark Tiedt	832-975-9144
Tomball ISD	Tomball	TX	Gary Hutton	281-357-3170 x6218
Spring ISD	Spring	TX	John Brownlo	281-891-6434
Carroll ISD	Dallas	TX	John Haugen	832-651-1688



**Tomball Independent School District**

1110 Baker

Tomball, Texas 77375-5595

[www.tomballisd.net](http://www.tomballisd.net)

Mark Tiedt  
Director of Maintenance & Operations

281-357-3170 x6211  
713-203-1881 cell  
281-357-3184 fax

Date: 1/7/14

The district has used Hi-Mark Roofing & Waterproofing to replace several building roof systems over the past 4 years. All work was done in a professional manner, on schedule or ahead of schedule, and with no follow up or punch list issues. We have found that coordination of the roof replacements with this group and the campus staff to be excellent and there have been no issues with interference in the campus activities during the roof work. We look forward to their continued interest in bidding on our future roof replacements and I would readily recommend them to any other school district as a professional service worthy of consideration.



# MONTGOMERY INDEPENDENT SCHOOL DISTRICT

P. O. BOX 1475 • MONTGOMERY, TEXAS 77356

Maintenance Dept.  
936-597-6606

Fax #  
936-597-6658

January 9, 2014

Montgomery Independent School District has used Hi-Mark Roofing & Waterproofing on roof systems replacements the last 4 years. The work was performed in a timely manner. I would highly recommend this company to other school districts.

A handwritten signature in black ink, appearing to read 'Jody Davis', is written over the printed name.

Jody Davis  
District Lead Maintenance

JD/msl



Wednesday, January 08, 2014

Marshall Schroeder  
Director of Maintenance and Custodial  
Tele: 936-709-8885  
Email: [mschroeder@conroeisd.net](mailto:mschroeder@conroeisd.net)

The team at Hi-Mark Roofing & Waterproofing has exhibited the upmost in professionalism and attention to detail on projects. My experience with the leaders of this team span back nearly ten years in two Districts and they have proven time and time again their dedication to a quality delivered product. The coordination of the roofing projects by Hi-Mark has been exceptional and their involvement and attention to detail has limited interruptions to instruction at our campuses. We have received positive feedback from our campus administrators on projects they have been involved in. I would recommend Hi-Mark Roofing & Waterproofing without reservations to anyone needing the services they offer their customers.



Date: 1/10/14

The district has used Hi-Mark Roofing & Waterproofing to replace several building roof systems over the past 5 years. All work was done in a professional manner, on schedule or ahead of schedule, and with no follow up or punch list issues. We have found that coordination of the roof replacements with this group and the campus staff to be excellent and there have been no issues with interference in the campus activities during the roof work. We look forward to their continued interest in bidding on our future roof replacements and I would readily recommend them to any other school district as a professional service worthy of consideration.

Sincerely,

*Curtis Robinson*

Curtis A Robinson  
Maintenance Coordinator, Sheldon ISD

Office Phone: 281-727-1425

Cell Phone: 281-831-5108

# Company Profile

Please provide the following:

1. Company's official registered name.  
*Fusion Trading L.L.C; dba Hi-Mark Roofing and Waterproofing*
2. Brief history of your company, including the year it was established.  
*Established in 2004 Fusion Trading was a growing company which until 2011 when we , over the past two years*
3. Corporate office location.  
*33310 Walnut Grove Lane, Magnolia, TX 77355*
4. List the total number of sales persons employed by your organization within the United States, broken down by market.  
*1 National – Roofing, waterproofing, painting, window tinting, solar, lighting, LED, street paving*  
*1 Houston Area – Roofing, waterproofing, painting*
5. List the number of location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.  
*Magnolia office – All business, both local and otherwise, is run through our office in Magnolia. Key contact is Julie Ewers, Operations, 33310 Walnut Grove Lane, Magnolia, TX 77355, Julie@Hi-MarkRoofing.com*
6. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
  - A. Sales – John Follis, 832-434-4170, John@Hi-MarkRoofing.com
  - B. Sales Support – Julie Ewers, 281-259-7099, Julie@Hi-MarkRoofing.com
  - C. Marketing – Taani Follis, 713-553-0113, Office@Hi-MarkRoofing.com
  - D. Financial Reporting – Julie Ewers, 281-259-7099, Julie@Hi-MarkRoofing.com
  - E. Executive Support – Taani Follis, 713-553-0113, Office@Hi-MarkRoofing.com
7. Define your standard terms of payment. *Net 30* varies depending on job
8. Overall annual sales for the last three (3) years; 2013, 2014, 2015  
*2013: \$169,625.45*  
*2014: \$2,879,428.83*  
*2015: \$4,858,839.70 (as of 12/08/15)*

9. What differentiates your company from competitors?  
*Quality of products used and our knowledge and experience with them. Expertise and loyalty of all Fusion employees and subcontractors. Exceptional customer service. Loyalty of past customers. Supervisors over 20 years of experience and millions of square feet installed. Network of installers, the various system installed, are well trained and well experienced and service oriented.*

## **Marketing/Sales**

1. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to: *Our business model will revolve around this contract. We have an already existing customer base that already utilizes coop contracts. Word of mouth and referral sales have been the backbone of our company. We intend to leverage those relationships in order to expand the scope of work that we can perform under the TIPs contract. We, in the past, have evaluated the use of mailers and trade journals and have determined that our greatest success comes through the long standing relationships that we already have and that we continue to work on.*
- a. A co-branded press release within first 30 days- *Would be happy to participate*
  - b. Announcement of award through any applicable social media sites. *Including our website*
  - c. Direct mail campaigns *N/A*
  - d. Co-branded collateral pieces-*Would be happy to participate*
  - e. Advertisement of contract in regional or national publications-*No*
  - f. Participation in trade shows *Yes! We have done well with tradeshow and will continue to participate in them. This is a great way to show our products and services*
2. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded. *We have had cooperative contracts for the last number of years. All of our business to this point has come directly through our cooperative contract. The contract that we presently have is very limited in nature. This contract broadens the scope of work that we can offer to our customers. We intend on marketing the TIPS contract in the same fashion as we have utilized our contracts in the past. The broader scope of the TIPs contract will enable us to increase our opportunities because of the increased services we will be able to provide.*
3. Explain how your company plans to market this agreement to existing government customers. *In the same way we have marketed our agreement in the past explaining the benefits. See 1 & 2 above.*
4. Provide the revenue that your organization anticipates for the first three (3) years of this agreement.

\$ 5,000,000 \_\_\_\_\_ in year one 2016

\$\_\_7,000,000\_\_\_\_\_ in year two 2017

\$\_\_10,000,000 \_\_\_\_\_ in year three 2018



## Web Design and Dippin' Dots contracts awarded

Refreshing your website is now easier thanks to newly awarded contracts for **web design services** available through HCDE Choice Partners cooperative. Speaking of refreshing, a new Dippin' Dots contract through Champion Concessions for **frozen desserts** has also been approved to fill a void left by

Blue Bell. While the popular ice cream brand has returned to select stores, it won't make a full comeback in schools for at least another year.

**Additional newly awarded contracts include:**

- **Art and Artwork Advisory Services;**
- **Automotive Equipment, Tires, Parts and Service;**
- **Award Jackets, Screen Printing and Embroidery;**
- **Energy Savings Conservation Services (ESCO);**
- **Food Equipment Parts, Repair, Installation, Maintenance and Small Wares;**
- **IDIQ Construction and Maintenance (Job Order Contracting);**
- **Scientific Equipment;** and
- **Trenchless Technology and Rehabilitation.**

To see all the new and renewed contracts go to [www.choicepartners.org/news](http://www.choicepartners.org/news). ♦

## State audit upholds HCDE's transparency, compliance

Harris County Department of Education (HCDE) is serving students and teachers in a transparent and fiscally responsible manner, the State Auditor's Office found during a comprehensive, six-month audit released on September 23. The rigorous assessment confirms HCDE Choice Partners position as a standard-bearer in

legal compliance and gives its contract-holders further assurance about the high quality of its cooperative purchasing deals.

The State Auditor's Office focused on three years' of HCDE data and found that it spent property tax revenue in accordance with state law. The independent—and notoriously thorough—agency stated that HCDE “had controls in place to help ensure that it received and used funds from state grants and contracts for the intended purposes.”

As far as audits go, the language is

*(continued on page 4)*



## Fusion Trading Hi-Mark's roofing solutions work



Anyone who's ever needed roof repairs knows that the process can be messy, expensive, and time-consuming. Not so with Hi-Mark Roofing and Waterproofing. The company uses the Choice Partners

cooperative purchasing contract to install a roofing system that keeps water out and energy bills low – all under tight deadlines and at a reasonable price.

The beauty of the HydroStop roofing system that Hi-Mark installs, according to owner John Follis, lies in its simplicity. The work requires but a few simple tools – a brush, a hose, a pair of scissors and a paint roller.

“We do work while the building is occupied,” Follis explained. “It's clean, easy, and safe, and it eliminates all the points of failure commonly seen in roofing.”

Hi-Mark's customers are pleased with

*(continued on page 3)*

# Coating process heralded

*(continued from page 1)*

the company's professional level of service and thrilled with the savings on energy costs. Curtis "Robbie" Robinson, Sheldon ISD maintenance coordinator, contracted Hi-Mark to install its product on top of a



*Roofers begin the process by power washing the existing surface.*

50-year-old roof at Royalwood Elementary. Now, Hi-Mark is Sheldon ISD's preferred applicator of the Hydrostop system, which has been approved by the school district's board of trustees for use on all campuses.

"That cool roof has made a big difference," Robinson said. "We used to have roof leaks every day, and I haven't had a leak since."

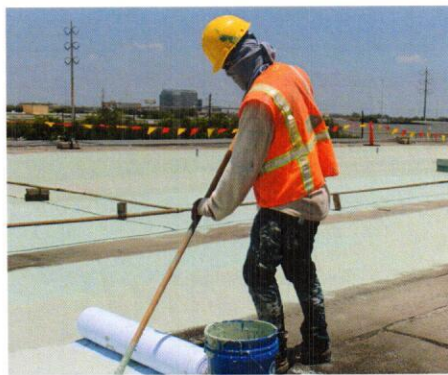
Robinson added that he's satisfied with the seamless roof, which is self-cleaning, except for the drain lines.

Other school districts that have used Hi-Mark's contract have seen energy

savings ranging between 10 and 20%.

Hi-Mark's contract for IDIQ roofing, waterproofing and moisture control—first approved by Harris County Department of Education's (HCDE) board of directors in 2014—is a primary example of how Choice Partners contracts meet the gold standard in purchasing. When HCDE's Westview Drive facility was in need of an update, Hi-Mark rose to the occasion.

"We had a unique situation with our roof," Les Hooper, HCDE executive director of facilities, explained. "This was a 480,000 sq. ft. facility that was a combination of



*Hi-Mark roofers toiling in the morning sun during stage two coating of the project.*

two buildings with two different roof systems."

Hooper went on to say that energy efficiency and long-term durability were primary factors in the selection of Hi-Mark; its ability to complete the project in a short time frame made the choice a no-brainer.

"Hi-Mark was able to easily accomplish what we needed more so than what conventional roofing would have," he said.

Last year, Hi-Mark installed roughly half a million square feet of roofing on schools. This year, the company is on track to double that. Follis credits cooperative purchasing with bringing simplicity and reliability to the government bidding process.

"My company's utilization of the purchasing cooperative is why it's working great for schools," he said.

For more information about Hi-Mark, go to <http://www.choicepartners.org/vendors/hi-mark-roofing-and-waterproofing> or contact owner John Follis at [john@hi-markroofing.com](mailto:john@hi-markroofing.com) or 832-434-4170. ♦



*Almost done! Applying the final coat.*

## VENDOR NEWS

### The Balfour Company brings kindness back

Known for class rings and letter jackets, The Balfour Company recently released "Keep Your Keyboard Kind" to encourage students to be more careful when on the phone or using social media. The campaign tells students to avoid injuring others through words or messages and to be aware that often harm can occur unintentionally.

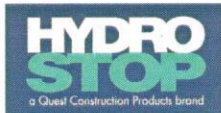
In conjunction with Balfour's Choice Partners contract offerings of class rings, graduation products, and letter jackets for high school and college students, the company is also working to promote student development. Examples include an initiative with AT&T called "It Can Wait," which discourages students from texting and driving. Another program called "Fresh Start" helps



incoming high school freshmen know what to expect, including studying and maturing as young adults.

These Balfour programs to help educate and develop productive young people are available to schools with videos and other materials. For more information, contact Butch Milks at 832-912-8000 or [butchm@balfourhouston.com](mailto:butchm@balfourhouston.com).

*(continued on page 4)*



1465 Pipefitter Street  
 N. Charleston, SC 29405  
 Phone: 855-817-3082  
 Fax: 843-745-9602  
 www.quest-cp.com

**PREMIUMCOAT SYSTEM  
 TWENTY-FIVE (25) - YEAR  
 LIMITED SYSTEM WARRANTY**

Whereas, Quest Construction Products, LLC ("QCP"), 1465 Pipefitter Street, N. Charleston, South Carolina, has sold the Fluid Applied Roofing System, which has been applied as a "Roof Membrane" on the building described as follows:

**Name of Property:** Willow Wood Junior High  
**Owner:** Tomball ISD  
**Location:** 11770 Gregson Rd.  
 Tomball TX 77377  
**Date of Completion:** June 15, 2015  
**Products:** PremiumCoat Foundation, Fabric, and Finish Coat  
**Job Type:** Roof  
**Square Footage:** 215,500  
**Contractor:** Hi-Mark Roofing and Waterproofing  
 P.O. Box 440  
 Pinehurst TX 77362  
 281-259-7099

**Warranty #: H1500340**

Now, therefore, QCP guarantees to each OWNER to whom has been issued a certificate of warranty, properly completed and duly signed by QCP, that subject to the terms and conditions hereinafter set forth, QCP will for the period of 25-years from said date of Inspector's final approval of said Roof Membrane, at its own expense, make such repairs as may become necessary to repair water leaks into the building.

As used herein, the term "Roof Membrane" constitutes a covering of the substrate with QCP's Fluid Applied Roofing System. The Roof Membrane may include the primer, caulk, butter grade and/or reinforcing fabric when supplied by QCP.

**REMEDY:**

- A. The Approved Contractor, solely at his expense, agrees to provide all labor and non-QCP materials to remedy deficiencies in the installed roof system, as provided for the Warranty, for the period of years one (1) and two (2) from the date of Warranty issuance. QCP agrees at its expense to provide QCP materials to effectuate these repairs. Deficiencies in the installed roof system resulting from proven product defects in the elastomeric roof coating are specifically excluded from this consideration. Additionally, color variances in the installed coating resulting from ordinary weathering, pollutants, etc., do not constitute a deficiency in the roof system nor do they qualify for the product defect waiver stated above.
- B. QCP agrees to provide all materials and labor needed to perform repairs which may become necessary under the warranty for water leaks occurring in years three (3) through twenty-five (25).
- C. QCP further agrees to reimburse the Approved Contractor for his direct cost for the aforementioned materials and labor inclusive of a 15% mark-up for overhead. It is further agreed that QCP must be provided notice of a potential claim as soon as received by the Approved Contractor and QCP agrees to provide notice to the Approved Contractor of a potential claim as soon as received. It is further agreed that the Approved Contractor must afford QCP the first right to provide the materials in suitable quantities to perform the repairs. The Approved Contractor agrees to provide QCP with a written summary of the repairs performed, separated in accordance with the following:
  1. Materials (Non-QCP)
  2. QCP Product
  3. Labor
  4. Overhead at 15%

**EXCLUSIONS:**

- This Roof Guarantee does not cover failure of the Roof Membrane due to:
- A. Damage to the Roof Membrane, substrate, property, building or contents caused by settlement, faulty construction or design, inadequate drainage, movement, misuse of structure, or other failure of the structure.
  - B. Damage to the Roof Membrane or substrate due to natural causes, including but not limited to floods, lightning, hail, windstorms, cyclones, hurricanes, tornadoes, earthquakes or failures due to acts of God.
  - C. Damage to the Roof Membrane caused by chemical attacks from strong solvents, acids or caustic materials.
  - D. Defects in roof deck, insulation, vents, drains, parapets, or mechanical units which may have been installed by other contractors.
  - E. Damage to Roof Membrane caused by vandalism, penetration or damage caused by third parties or foreign objects or agents, including plant or animal life.
  - F. Movement or deterioration of material adjacent to or through the QCP system.
  - G. Failures of the owner to provide reasonable care in the maintenance of the waterproofed areas.
  - H. Excessive traffic over the Roof Membrane or its use as a storage area, walking or recreational surface, or for any similar purpose except for normal maintenance and cleanup purposes.
  - I. Roof areas that are not in compliance with international and/or local building codes for positive slope and drainage.

**CONDITIONS:**

- A. The Roof Membrane must be installed as per QCP's printed application instructions and project specifications by a Approved Contractor of the Fluid Applied Roofing System. Contractor shall have a current certificate on file designating said firm as such.
- B. This Warranty only covers the roof repair only. QCP is not responsible for any other damages of any kind, including loss of rent, contents or profits, inconvenience or any other incidental or consequential damages.
- C. No subsequent alteration of, or addition to, the existing structure which affects or may affect the Roof Membrane in any way, shall be made unless QCP shall first be notified in writing and shall agree to such proposed alterations or conditions, nor unless such alterations and additions are made in accordance with such recommendations and conditions as QCP may prescribe.
- D. The Roof Guarantee is expressly conditioned upon QCP's liability to the Owner for any defects, failure, or deficiency, which are covered by this Guarantee, and are expressly conditioned upon Owner's obligation to notify QCP in writing within ten (10) working days of the date that Owner discovers defect. QCP shall then have the right to immediately inspect the defect, and if not given E. Neither the issuance of the Roof Guarantee, nor any examination or inspection of the building or the plans of specifications thereof by QCP representatives, before or after completion of the Roof Membrane, shall constitute a waiver of any of the exclusions F. QCP's obligation shall commence upon receipt by QCP of full payment of the System Warranty Premium. If such payment is not received within 90 days of the execution date hereof, all such obligations shall be permanently voided. No third party shall be deemed an agent of QCP for receipt of such payment.
- G. QCP will not be liable for any direct, indirect, special, or general damages of any kind from whatever cause which may arise as the result of defects in the Roof Membrane except as provided for in the Guarantee. It is expressly understood and agreed that QCP shall in no way be deemed or held to be obligated, liable, or accountable upon or under any guarantee or warranties, express or implied, including any implied warranty of merchantability of fitness for a particular use.

Quest Construction Products  
  
 Authorized Signature

Catherine Cheek  
 Printed Name

Warranty Administrator  
 Title



Approved Contractor  
  
 Authorized Signature

Julie Ewers  
 Printed Name

Operations  
 Title

07/08/15  
 Date

Owner or Owner's Representative  
  
 Authorized Signature

Helen Kinchen  
 Printed Name



AmTrust Surety  
An AmTrust Financial Company

August 10, 2015

TELLEPSEN  
Attn: Mercedes Berrios  
Estimating Coordinator  
777 Benmar Dr., Ste. 400  
Houston, TX 77060

Re: Fusion Trading LLC dba HiMark Roofing & Waterproofing

Dear Mercedes:

It has been the privilege of Developers Surety and Indemnity Company to provide bond(s) for Fusion Trading LLC dba HiMark Roofing & Waterproofing. Based upon our relationship with this contractor, Fusion Trading LLC dba HiMark Roofing & Waterproofing is currently qualified for a single bond/job size of up to \$1,500,000 and has an aggregate (open/active bond liability) surety capacity not to exceed \$2,000,000.

Final consideration of any requested bonds is subject to the usual underwriting review, including the continued financial strength of our contractor, additional work awarded subsequent hereto, mutually accepted contract documents including bond forms, evidence of project financing when appropriate, and all other underwriting considerations employed by surety. We assume no liability to you, or any third parties, if for any reason we do not execute said bonds.

Developers Surety and Indemnity Company, a subsidiary of AmTrust Financial Company, is a Licensed and Admitted Surety Insurer, is listed in the Federal Registry Circular 570, and is rated "A" (Excellent) by A.M. Best, with a Financial Size Category of XIII.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Joel Hatton  
Branch Manager  
Developers Surety and Indemnity Company  
A subsidiary of AmTrust Financial Company



### FELONY CONVICTION NOTICE FORM

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

#### FELONY CONVICTION NOTIFICATION

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 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".

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**

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.

**VENDOR'S NAME:** Fusion Trading

**AUTHORIZED COMPANY OFFICIAL'S NAME:** \_\_\_\_\_

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

**Signature of Company Official:** \_\_\_\_\_

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

**Signature of Company Official:** [Signature]

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

Name of Felon(s): \_\_\_\_\_  
(attach additional sheet if necessary)

Details of Conviction(s): \_\_\_\_\_  
(attach additional sheet if necessary)

**Signature of Company Official:** [Signature]

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

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

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

(Check one)

YES or  NO

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

YES or  NO

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

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

(b) Affirmative steps must include:

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

Company Name Fusion Trading LLC

Name of authorized representative John Follis

Signature of authorized representative 

Date 12/9/15

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.


**Vendor Name:** Fusion Trading LLC

**Vendor Address:** PO Box 440, Pinehurst, TX 77362

**Vendor E-mail Address:** John@Hi-MarkRoofing.com

**Vendor Telephone:** 281-259-7099

**Authorized Company Official's Name:** John Follis

**Signature of Company Official:** 

**Date:** 12/19/15



## 2 CFR PART 200 Contract Provisions

### Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

#### Appendix II to Part 200

#### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

#### 2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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.

**Federal Rule (1) 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 (1) above, when federal funds are expended by TIPS or its members, TIPS or its 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? YES   JF   Initial of Authorized Company Official

**Federal Rule (2) 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 (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS 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. TIPS OR ITS 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 TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES   JF   Initial of Authorized Company Official

**Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

## 2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES   JF   Initial of Authorized Company Official

**Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES   JF   Initial of Authorized Company Official

**Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES   JF   Initial of Authorized Company Official

**Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

## 2 CFR PART 200 Contract Provisions

**small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.**

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES     JF     Initial of Authorized Company Official

**Federal Rule (7) 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).**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES     JF     Initial of Authorized Company Official

**Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (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.**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS 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.

Does vendor agree they are not debarred as specified above ? YES     JF     Initial of Authorized Company Official

**Federal Rule (9) 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.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

**2 CFR PART 200 Contract Provisions**

Does vendor certify to the provisions in Federal Rule (9) above? YES JF Initial of Authorized Company Official

**Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES JF Initial of Authorized Company Official

**Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. 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 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES JF Initial of Authorized Company Official

Company Name Fusion Trading LLC

Print name of authorized representative John Follis

Signature of authorized representative 

Date 12/9/15

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.