

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)
For
QUALIFIED RETAIL ELECTRIC BROKER SERVICES
#04052215

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

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.

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

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

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 QUALIFIED RETAIL ELECTRIC BROKER SERVICES 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.

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

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, 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/Product Deviation

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

Cancellation for non-performance or contract deficiency

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

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

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

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

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 04052215". 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.

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

Special Terms and Conditions

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

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

() We take no exceptions/deviations to the general and/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:

Exceptions:

20 horizontal lines for text entry.

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Mrs. Kim Thompson Coordinator of Office Operations	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	04052215	Floor/Room		Floor/Room
Title	Qualified Retail Electric Broker Services	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 929-4402	Fax
Issue Date	03/05/2015	Email	bids@tips-usa.com	Email
Close Date	4/17/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Marco A. Arredondo, Inc.
 Address 610 Colonial Drive
 Portland, TX 78374

Contact
 Department
 Building
 Floor/Room

Telephone 1 (361) 777-1335
 Fax 1 (866) 518-5687
 Email

Submitted 4/16/2015 2:48:56 PM CT
 Total \$0.00

Signature Marco A. Arredondo

Email maa@arredondoinc.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Portland, Texas 78374
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Portland, Texas 78374
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	Yes
9	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	5
16	Years Experience	Company years experience in this category?	15
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	Texas

19	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Retail Electric Broker & Aggregator
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	Marco A. Arredondo
22	Primary Contact Title	Primary Contact Title	President
23	Primary Contact Email	Primary Contact Email	maa@arredondoinc.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	361-777-1335
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	866-518-5687
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	361-215-7787
27	Secondary Contact Name	Secondary Contact Name	Nora K. Arredondo
28	Secondary Contact Title	Secondary Contact Title	CFO
29	Secondary Contact Email	Secondary Contact Email	nka@arredondoinc.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	361-777-1335
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	866-518-5687
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	361-215-6755
33	2% Contact Name	2% Contact Name	Nora K. Arredondo
34	2% Contact Email	2% Contact Email	nka@arredondoinc.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	361-777-1335
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Marco A. Arredondo
38	Purchase Order Contact Email	Purchase Order Contact Email	maa@arredondoinc.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	Marco A. Arredondo
40	Company Website	Company Website	marcoaarredondo.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	74-2929497
42	Primary Address	Primary Address	610 Colonial Drive
43	Primary Address City	Primary Address City	Portland
44	Primary Address State	Primary Address State	Texas
45	Primary Address Zip	Primary Address Zip	78374

46 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Electric, Power factor, meter consolidation,engineering

47 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 Funds Over \$100,000 Certification 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

Line Items

Response Total: \$0.00

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

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



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the Houston Minority Supplier Development Council (HMSDC), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to remain certified with the HMSDC, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

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

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

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

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1742929497200
File/Vendor Number: 39990
Approval Date: 03-OCT-2014
Scheduled Expiration Date: 30-SEP-2015

In accordance with the Memorandum of Agreement between the
Houston Minority Supplier Development Council (HMSDC)
and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

MARCO A. ARREDONDO, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 14-OCT-2014, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the HMSDC's program, you must immediately (within 30 days of such changes) notify the HMSDC's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the HMSDC's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

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

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

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

Metropolitan Transit Authority of Harris County, Texas
Office of Small Business hereby duly affirms that:

Marco A. Arredondo, Inc.

has successfully met the established requirements of METRO's
Small Business/Disadvantaged Business Enterprise Program to be certified as a

Small Business Enterprise (SBE)

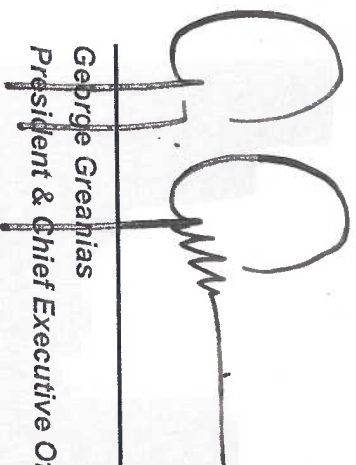
Certified NAICS Codes:

NAICS-541690: ENERGY CONSULTING SERVICES

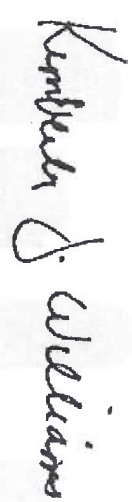
Certification Number: 469

Effective Date: August 20, 2012

Expiration Date: August 20, 2015



George Greanias
President & Chief Executive Officer



Kimberly J. Williams
Vice President, Office of Small Business

Note: This certificate is the property of the Metropolitan Transit Authority of Harris County's Office of Small Business and may be revoked should the above named firm graduate from or fails to comply with METRO's Small Business/Disadvantaged Business Enterprise Program. Recertification is required every three years.

3. A. CORPORATE DESCRIPTION

Marco A. Arredondo, Inc. is a professional engineering consulting firm **organized and incorporated in 1999 in Portland, Texas** to provide clients with specialized services in the reviewing and negotiating of utility rates for the master planning and operation of building facilities to minimize utility rate impacts.

Marco A. Arredondo, Inc. has been providing customers with energy contracts since deregulation began in 2001. Our first energy contract was with the Lower Colorado River Authority. The customer uses about 25 million kwh's per year. Further explanation is in the reference section. A copy of energy consulting services agreements will also be included in the reference section. The company brokers well over 100,000,000 kwh's per year and has contracts out to 2021.

Marco A. Arredondo, P.E. maintains a relationship with utility representatives to keep abreast of rebates or time of use rates offered to alleviate project capital investments and accelerate paybacks. Marco A. Arredondo, Inc. has Retail Electric Provider brokerage contracts in place with several vendors and has the **capability of doing business with all the REP's as a registered aggregator**. Some of the vendors we do business with are **Constellation NewEnergy, Direct Energy, Hudson Energy, Reliant Energy, Gexa, Suez, and Champion Energy**. *Marco A. Arredondo, Inc. has more than 10 active trained sales representatives throughout the State of Texas.*

Contract Processing and Procedures will be further described in the Project Timeline Section D.

ARREDONDO's CORPORATE PHILOSOPHY:

Exceed Customer Expectations by Investigating and Reviewing Current and Future Utility Rates Before Providing Customer with Potential Energy Contracts for Existing Plants Or Expansion Projects in order to Maximize Plant and System Operations, Reduce Overhead Costs, and Enhance the Customer's Profit Margin.

Marco A. Arredondo, P.E. has completed several Energy System Audit Projects, Central Plant Master Plans, DSM systems, and electrical distribution system designs. He has saved customers \$75,000 per year in as little as five minutes consultation on process management to as much as \$140,000 per year with a few changes in operation and no capital investment. He has been responsible for utility savings over \$300,000 per year by utilizing thermal energy storage systems, obtaining utility rebates of over \$400,000, and saving clients over \$750,000 per year by negotiating new rates.

The information presented in this resume provides an insight to the rigorous investigation and project development techniques employed by **Arredondo, Inc.**

Arredondo, Inc. offers the benefits of specific experience with respect to **each client's needs:**

- **ENERGYAUDITS & PROCUREMENT:**
Experience on **Facility Energy Audits, Utility Plant Master Planning and System Operation Projects** on industrial and educational facilities such as Texas Instruments, Motorola, Laredo Community College, Texas A&M Corpus Christi, Southwest Texas University, San Benito CISD, Harlingen ISD, Weslaco ISD, Mercedes ISD, Del Mar College, and the Bayfront Plaza Convention Center.
- Considerable operational **experiences with thermal energy storage, specialized lighting systems, and demand management systems.**

- The experience to provide customers with expert consultation on **utility bill review** and **operational procedures** utilizing layman's language to enhance **contract negotiations**.
- The experience and ability to accurately analyze **HVAC** and **equipment energy consumptions**.

Arredondo, Inc. is committed to producing quality Energy Master Plans and system evaluation documents. The firm is ready to provide technical support throughout the design and construction phases of all projects.

Arredondo Inc.'s goal is to continue to earn repeat business by *successfully partnering with our clients* in the planning, designing, and constructing of the energy projects that meet their needs.

B. SPECIALIZED EXPERIENCE

Marco A. Arredondo, P.E. has master-planned and overseen numerous projects involving thermal storage system design, central plant design, electrical distribution system design, lighting retrofit design, and HVAC system design.

The following paragraphs outline specialized experience which may be required during the course of the contracting work with *our clients*.

Meter Consolidation and Power Factor Correction

Utility design work includes all types of electrical distribution design work including meter consolidation, standby generators, capacitors for power factor correction, regulators for voltage correction, transformers for specialized equipment, and overhead and underground power lines for specific applications.

BOILERS

Evaluation of boiler efficiencies and consumption for energy cost reduction measures as well as providing documentation for manufacturing tax exemption.

HVAC AND THERMAL ENERGY STORAGE SYSTEM DESIGN

Marco A. Arredondo, P.E. has provided conceptual master plans for several very specialized HVAC system designs, including medium and high-pressure duct distribution systems, VAV supply, and thermal storage systems. Projects have been completed in industrial buildings, hospitals, medical buildings, and central plant facilities. The firm has worked extensively with chilled water systems and water thermal storage. Work includes systems up to 3,000 tons.

DSM PROJECTS

Marco A. Arredondo, P.E. has completed several building and industrial audits which range from customer equipment scheduling to plant manufacturing process rescheduling to reduce unnecessary demand spikes on electrical utility companies. Several chiller, thermal energy storage, and high efficiency motor master plans have been developed for customers in harmony with utility goals to allow for infrastructure constraints and demand management for the mutual benefit of the utility and customer.

C. LOCATION OF FIRM

Marco A. Arredondo, Inc. is based in Portland, Texas, with one-day accessibility to any point in the state. With today's e-mail technology and transportation system, energy rates and calculations can easily be done for any company in any state or country.

Marco A. Arredondo, P.E. has successfully completed studies and coordinated utility rate implementation on several projects in Texas. **Marco A. Arredondo, P.E.** has also completed studies for customers in other states and countries. The firm is very familiar with the industrial rates in Mexico.

All field measurements, evaluations, and local interviews concerning the energy consumption of mechanical and electrical systems will be completed and managed by **Marco A. Arredondo, P.E.**

D. Project Timeline, REP Selection & Project Coordinator

Marco A. Arredondo, Inc. begins its energy contract procurement projects in a scheduled format. The process will begin as soon as the contract is awarded. The whole process can take as little as 1 month if everyone cooperates. The typical RFP or CSP for government institutions will allow the customer to request quotes and terms, include the fee that will be paid to the consultant, include the assessment process, the selection process, time line for proposals, clarification, contract award and effective date. It also has supplier qualifications, customer care availability, financial stability language, and utility bill requirements such as online billing access for ease of auditing. With the instability of the energy markets, we prefer to use the competitive sealed proposal route. It allows us to choose the supplier we wish to work with after everything has been considered and continue working with that supplier until we accomplish our goal, or switch to the second or third supplier without going out for another RFP. We have used this method with our last two school districts and it has worked well.

Phase 1 - Development of RFP (2 Weeks)

(Marco Arredondo – David Cardwell)

1. Meet with TIPS Member to create and or modify RFP or CSP
2. Decide on Format and timeline for RFP release
3. Meet with TIPS Member to discuss budget parameters
4. Discuss Addition and Deletion of meters for RFP
5. Decide what types of quotes will be requested (Fixed, MCPE, Heat Rate, Hybrid)
6. Develop list of potential Retail Electric Providers **Including GLO**

Phase 2 (1st 2 weeks)

(Daryl Arredondo – Fred Martinez)

1. Utility Billing Release is executed and ESID's obtained from TIPS Member

Phase 3 – (Week 3) TIPS Member account information compiled

(Nora Arredondo – Staff)

1. Utility usage history is received and information is compiled on an excel spreadsheet.
2. Estimated annual budget is created from existing energy contract and wires cost information
3. Accounting Codes obtained from Districts is applicable for bill inclusion
4. Compile usage information to obtain quotes from Retail Electric Providers

Phase 4 – RFP Released and Quotes Obtained (Week 4)
(Marco Arredondo – David Cardwell)

1. Evaluate Quotes and Proposals
2. Develop a short list
3. Clarify any quotes
4. Review contracts and negotiate any discrepancies
5. Compile Budget Impact Analysis Spreadsheets for each TIPS Member
6. Execute Energy Contracts for each TIPS Member

Phase 5 – New Contract Implementations
(Nora Arredondo – Staff – Marco Arredondo)

1. Bill Audit analysis begins
2. Verify that any accounting codes are placed on utility bills for accounting if applicable

Phase 6 – Senate Bill 12 and House Bill 3693 (approximately 3 months)
(Daryl Arredondo – Jorge Rodriguez – Fred Martinez)

1. Meet with TIPS Member to obtain information and building plans if applicable
2. Field verify square footage of each campus and meters
3. Compile information including student population
4. Set up spreadsheet for public access display
5. Provide Quarterly reports
6. Review meters for power factor penalties
7. Review meters for possible consolidation

Marco A. Arredondo, Inc. has been a full service energy procurement and consulting firm since deregulation began. The firm has always been providing all the services requested in this proposal including the bill auditing and annual budget forecasting for all of large clients. This concept is not new to us. We have established excel spreadsheets that are tailored to our customer needs. Providing monthly or quarterly reviews keeps us in touch with our clients and helps us manage their energy consumption. Almost every one of our customers that has contracted energy through our firm has never left us. We have entered into the public sector market because there is a need for our services. We have the experience and are prepared for the job.

E. Project Managers Experience Overview

Marco A. Arredondo P.E. and David Cardwell have worked in the energy industry for more than 5 years in their careers. Daryl Arredondo, electrical engineering Rice Graduate, has worked with Marco A. Arredondo Inc. since in 2012. Nora Arredondo has worked for the firm since 2006. Fred Martinez started working with us in October of 2007. Jorge Rodriguez, P.E. has worked as a professional design engineer for over 10 years.

Marco A. Arredondo, P.E. – Contract Negotiations, Evaluations and Point of Contact

Marco Arredondo is the president of the firm. He has worked with several hundred clients since the beginning of deregulation. He has obtained millions of dollars of savings for his clients by having a keen insight into the energy market and negotiating the right energy contract for each particular client. Marco has negotiated contracts for several cities, counties, school districts, and manufacturers. With Marco Arredondo's past experience as an operations engineer with Central Power and Light, he is aware that he is on call 24 hours a day. He is always available for emergencies by cell phone to help a customer with electrical problems or power restoration. Marco Arredondo worked for Central Power and Light for 15 years. His first 10 years were in electrical distribution design and operations, power plant system operations, and transmission system design and operations. He spent his last 5 years as a Senior Industrial Engineer working with large industrial customers, universities, the City of Corpus Christi, Corpus Christi ISD, and the military bases. He was responsible for the implementation of the thermal energy storage program and demand side management reductions. Marco learned how to implement and apply all the tariffs from Central Power and Light in order to help these customers reduce and manage their energy costs. He has utilized this specialized knowledge to quickly evaluate and correct any billing errors to AEP customers during deregulation.

Nora Arredondo – Bill Auditing and Reports

Nora Arredondo was a math education teacher. She left her teaching job to help set up the customer price comparison excel spreadsheets and is constantly updating and customizing the monthly bill audit excel spreadsheets to meet our customer needs. Every client prefers to have the analysis sheets in formats that help them manage their energy budget and quickly spot variances. As a former teacher, she is quick to respond and work with our staff to customize the spreadsheet. Our data input staff is comprised of young individuals and some are still in college. They like the working environment and flexible hours that data input provide. We are believers in the education system and strive to hire college students when the opportunity arises.

Daryl Arredondo – Meter Verification and Senate Bill 12 and HB 3693 Audits

Daryl Arredondo graduated from Rice University as an electrical engineer in May 2013. He is responsible for evaluating plant operations and reducing energy costs with our industrial customers. He was responsible for developing several of the procedure manuals and spreadsheets that we use in our firm to evaluate the customers' energy bills. He will be the individual responsible for working on the evaluation and reduction of the energy analysis spreadsheets for the new Senate Bill 12 and HB 3693. He is currently doing the meter verification and obtaining the building square footages for Weslaco ISD. It will help us do a cross comparison between the districts and implement the lean manufacturing techniques and procedures to lower their energy use.

David Cardwell – Customer Service and Contract Evaluations

David Cardwell joined our team about two years ago. He was last employed by Central Power & Light. He wanted to expand the services delivered to a client and after several interviews with different providers and consultants; he decided that Marco A. Arredondo, Inc. was the one stop shopping firm that a client could rely on. He is very familiar with large client needs and is use to meeting those requirements. To add to that knowledge, David worked with American Electric Power in the Customer Service and Economic Development team. David is an expert at listening to a customers needs and utilizing his resources to provide solutions

Fred Martinez – Customer Service and Financial & Cost Analysis

Fred Martinez joined our team after being one of our clients for several years as a controller of a manufacturing company. He has extensive knowledge in accounting and is able to talk fluently with business managers and accounts payable personnel. He helps our team by evaluating the financial strength of our clients or the Retail Electric Providers when necessary. He currently supports our team by walking our clients in the valley through our energy procurement process. He gathers the customer's information including electric bills and helps us compile the price comparison sheet. Our price comparison sheet is used to accurately and concisely show a customer what the budget impact will be to their budget with the new energy contract options. Once a particular option is accepted, he will personally walk the client through all the contract paperwork and explain any questions.

Jorge Rodriguez – Customer Service & Energy Management

Jorge Rodriguez is an professional electrical design engineer. He has extensive knowledge in electrical service and metering systems. He helps our firm by evaluating potential meter consolidation and any service issues. He has experience with HVAC and energy management systems as well. He will help our team with the evaluation of costs and savings evaluations for energy cost reduction measures. He will also help our team with the on site audit of the meters the state energy reduction requirements. He has the experience to do a preliminary assessment of any energy reduction measures as he visits the campuses.

6. WARRANTIES

Marco A. Arredondo, Inc. can provide complete insurance protection for Projects.

Coverage:

Errors and Omissions: \$ 1,000,000

Marco A. Arredondo, P.E.

President & Owner

PROJECT ROLE: Project Coordinator
Energy Procurement & Contract Negotiator

EDUCATION: Texas A&I University
Bachelor of Science
Electrical Engineering, 1980

REGISTRATION: Registered Professional Engineer
State of Texas, 1986

EXPERIENCE:

Mr. Arredondo has over 30 years' experience in the design and project management of electrical distribution systems, lighting systems, HVAC systems, waste heat recovery systems, demand and energy management control systems, power factor correction systems, and thermal energy storage systems. His experience includes energy analyses that have been implemented and saved cities, counties, businesses, hospitals, colleges, and universities from \$75,000 to over \$500,000 per year. Marco has designed outdoor lighting systems for industrial, municipal and private sector businesses such as the Texas State Aquarium, Steven's water plant, and Moore Plaza in the Corpus Christi area. Marco was responsible for the economic analyses and implementation of two of the largest thermal energy storage and chiller systems in Corpus Christi, Del Mar College (7,800 ton hours) and Texas A&M (11,800 ton-hours).

Mr. Arredondo has negotiated energy contracts for hundreds of customers since deregulation began. Customers include cities, counties, school districts, manufacturers, retail stores, hospitals, chain restaurants, and shopping malls.

Mr. Arredondo's affiliation as past Chairman of the Corpus Christi Hispanic Chamber of Commerce and Secretary of the Corpus Christi Business Alliance have enabled him to successfully tie in energy and plant design needs with financing options to maximize the customer's profit. He also served as Vice-Chair of Networking for three years, one of nine elected officer positions, for the Texas Association of Mexican American Chambers of Commerce (TAMACC). Marco has served on the United States Hispanic Chamber of Commerce Board as the Region III Chair and represented Oklahoma, Arkansas, Texas, Louisiana, Missouri, and Kansas.

PERSONAL EXPERIENCE SUMMARY OF

MARCO A. ARREDONDO, P.E.

PERSONAL:

610 Colonial, Portland, Texas 78374

Married (Nora), 2 Children (Jacqueline & Daryl)

EDUCATION:

Texas A&I University, BSEE

Graduated 1980

Honors: Eta Kappa Nu

San Benito High School

Graduated 1976

Honors: Honor Student

Mu Alpha Theta

National Honor Society

LICENSE:

Professional Engineer - Texas 1986 #60818

PROFESSIONAL AFFILIATIONS:

Institute of Electrical & Electronic Engineers

Texas Society of Professional Engineers

PROFESSIONAL & BUSINESS HISTORY:

(1999 – Present) Marco A. Arredondo, Inc. – President

(1996 – 1999) BMW Engineering, Inc. – Vice President

(1989 – 1996) Central Power & Light – Sr. Industrial Engineer (Marketing Dept)

(1985 – 1989) Central Power & Light – Operations & Distribution Engineer Supervisor

(1980 – 1985) Central Power & Light – Distribution Design Engineer

TRAINING:

Supervisors Training CPL (1 week)

Management Seminar Texas A&M (1 week)

Electric Utilities Management Baylor (2 weeks)

Executive Effectiveness American Management Assn. (2 weeks)

National Electric Safety Code Dallas Seminar (1 week)

Conference Leadership CPL (1 week)

Working With People CPL (1 week)

Professional Selling Skills Learning Intl. (2 weeks)

Basic Industrial Development Course Texas A&M (1 week)

Better Thermal Utilization Joel Gilbert (1 week)

National Electric Code CPL (1 week)

Public Speaking Barbara Rocha (2 weeks)

G. E. Lighting School North Carolina (1 week)

Huskey Adversary Media Training Ken Huskey (1 week)

Dale Carnegie Ron Lowe (8 weeks)

Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES NO



4/12/2015

Signature of Authorized Company Official

Date

Marco A. Arredondo

Printed Name of Authorized Company Official

Marco A. Arredondo, Inc.

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES MM Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES MM Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

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 \$100,000.00. 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.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES MM Initial of Authorized Company Official

Certification Regarding Lobbying

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding
\$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Marco A. Arredondo, Inc.

Name of Organization

610 Colonial Drive, Portland, Texas 78374

Address of Organization

Marco A. Arredondo - PRESIDENT

Name / Title of Submitting Official



Signature of Submitting Official

4-12-2015

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member 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 *lll* 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 Member, TIPS Member 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 Member 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. 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 *lll* Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES *lll* Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES MM Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES MM Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES MM Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (11) 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 (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES MS Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES MS Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES MS Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

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 \$100,000.00. 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.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred form participation in Federal funds contracts?

NO Initial of Authorized Company Official

YES MA Initial of Authorized Company Official

Company Official: Marco A. Arredondo - President

Company: Marco A. Arredondo, Inc.

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: Marco A. Arredondo, Inc.

Mailing Address: 610 Colonial Drive

City: Portland

State: Texas

Zip: 78374

Telephone Number: (361) 777-1335

Fax Number: (361) 643-1201

Email Address: maa@arredondoinc.com

Authorized Signature: 

Printed Name: Marco A. Arredondo

Position: President

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.

Blenda McNaught 5-22-15
TIPS Authorized Signature Date

David Wayne Fitts 5-22-15
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
Cameron County	Brownsville	Texas	Michael Forbes	956-544-0871
Laredo Community College	Laredo	Texas	Jerome Rosales	956-721-5486
Weslaco ISD	Weslaco	Texas	Americo Garza	956-969-6515