

TIPS VENDOR AGREEMENT

PART 1 ONLY

Between E&F Roofing Co., Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210603 Roofing - PART 1 ONLY

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of

the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- 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 the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

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

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

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per

Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

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

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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.

Safety Measures

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

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the

Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

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 full 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

TIPS 210603 Roofing (2 PART with JOC) - PART 1 ONLY

Company Name E&F Roofing Co., Inc.

Address 300 W Main

City Plainview State AR Zip 72857

Phone 479-272-4069 Fax 479-272-4077

Email of Authorized Representative tim.noblett@efroofinginc.com

Name of Authorized Representative Tim Noblett

Title Vice President

Signature of Authorized Representative 

Date 06/17/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 9-30-2021

Addendum to TIPS Vendor Agreement executed on or after September 1, 2021

Insert name of Vendor E&F Roofing, Inc, TIPS Solicitation # 210603 P1

CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

TN Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

TN Initials of Authorized Representative of Vendor, if applicable

CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE

Client name is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the *client name* for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

TN Initials of Authorized Representative of Vendor, if applicable

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



210603

E&F Roofing Co., Inc.

E&F Roofing, Inc.

Supplier Response

Event Information

Number: 210603

Title: Roofing (2 PART with JOC)

Type: Request for Proposal

Issue Date: 6/3/2021

Deadline: 7/16/2021 03:00 PM (CT)

Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

IF YOU CURRENTLY HOLD TIPS CONTRACT 180702 Roofing (JOC), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR ROOFING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 180702 Roofing (JOC).

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

E&F Roofing Co., Inc. Information

Address: PO Box 186
300 W. Main
Plainview, AR 72857
Phone: (479) 272-4069
Fax: (479) 272-4077

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

Tim Noblett

Signature

Submitted at 7/15/2021 5:33:00 PM

tim.noblett@efroofinginc.com

Email

Requested Attachments

Supplementary

Supplementary.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 1 ONLY

Vendor Agreement 210603.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 1 ONLY

Vendor signature 210603.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Form 1 PART 1 ONLY

210603 Pricing Form 1 PART 1 ONLY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 2 ONLY

Vendor agreement part 2 210603.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 2 ONLY

vendor signature part 2 210603.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2 PART 1 ONLY

210603 Pricing Form 2 PART 1 ONLY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

OPTIONAL - PART 2 - JOC Pricing of Itemized List of RS Means Non-Prepriced Items 210603 PART 2 JOC Pricing of Itemized List of Non-Prepriced Items.xlsx

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

OPTIONAL PRICING EXHIBIT XACTIMATE UNIT PRICE BOOK PART 2 ONLY Pricing Exhibit Xactimate Unit Price Book.pdf

PROPOSERS MAY SUBMIT ATTACHMENT ENTITLED "Optional Pricing Exhibit Xactimate Unit Price Book" AS AN ADDITIONAL PRICING METHOD TO THE REQUIRED RS MEANS METHOD. You may not offer Xactimate Pricing in lieu of RS Means Pricing and doing so will disqualify you. If you submit Xactimate as an additional option for pricing, it will be averaged with the score assigned for RS Means to arrive at your final pricing score during evaluation of your proposal.

Reference Form (PARTS 1 & 2) Reference Form (PARTS 1 & 2).xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services Proposed Goods.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

All Other Certificates Certificates.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks E&F Logo.png

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS *No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION Certificate of Corporation.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying," *No response*

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

Confidentiality.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bonding Capacity Letter from Surety/Insurance Company

Bonding Letter.pdf

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

EF w-9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

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. <input type="text" value="No"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="No"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="Arkansas"/>
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.) <input type="text" value="E&F Roofing Co., Inc. is a family owned commercial and industrial roofing company and sheet metal contractor serving Arkansas for over 49 years. We bring an exceptional level of experience to the roofing industry. Our clients include, school districts, universities, food processing plants, municipalities and private business owners. We are experts in all types of roofing systems- modified bitumen, TPO, PVC roof systems and architectural and industrial metal roof systems. Our services include roof replacement, roof repair, roof maintenance, developing roof asset management programs, which include preventative maintenance plans for our clients needs. Quality is our main focus."/>

6	Primary Contact Name Primary Contact Name <input type="text" value="Tim Noblett"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Vice President"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="tim.noblett@efroofinginc.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4792724069"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4792724077"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4794950855"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Naomi Noblett"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="President"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="naomi.noblett@efroofinginc.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4792724069"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4792724077"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4794950847"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Tim Noblett"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="tim.noblett@efroofinginc.com"/>
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20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4792724069"/>
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21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Tim Noblett"/>
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22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="tim.noblett@efroofinginc.com"/>
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23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4792724069"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="efroofinginc.com"/>
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25	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="E&F Roofing, Inc."/>
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26	Primary Address Primary Address <input type="text" value="PO Box 186; 300 W Main"/>
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27	Primary Address City Primary Address City <input type="text" value="Plainview"/>
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28	Primary Address State
	Primary Address State (2 Digit Abbreviation) <input type="text" value="AR"/>

29	Primary Address Zip
	Primary Address Zip <input type="text" value="72857"/>

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.) <input type="text" value="roofing, commercial roofing, TPO roofing, Modified Bitumen Roofing, Standing Seam Metal Roofing, metal roofing, sheet metal roof, roof coating, roofing construction, single ply, Firestone, Siplast, Johns Manville, Fibertite, Carlisle"/>

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?
	<p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.</p> <p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p> <input type="text" value="Yes"/>

32	Yes - No
	Certification of Residency - The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas? This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS. <input type="text" value="No"/>

33	Company Residence (City)
	Vendor's principal place of business is in the city of? <input type="text" value="Plainview"/>

3
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

AR

3
5 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

0%

3
6 **Yes - No**

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.

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

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

YES

3
7 **TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

39 REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

40 REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

4 1	<p>Yes - No</p> <p>Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?</p> <p>TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.</p> <p><input type="text" value="Agreed"/></p>
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4 2	<p>Yes - No</p> <p>Do you offer additional discounts to TIPS members for large order quantities or large scope of work?</p> <p><input type="text" value="Yes"/></p>
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4 3	<p>Years experience in this category of goods or services.</p> <p>Company years experience in this category of goods or services?</p> <p><input type="text" value="49"/></p>
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4 4	<p>Resellers:</p> <p>Does the vendor have resellers that it will name under this contract?</p> <p>Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.</p> <p>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.</p> <p>(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).</p> <p><input type="text" value="No"/></p>
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4 5	<p>Right of Refusal</p> <p>Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?</p> <p><input type="text" value="Yes"/></p>
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4 **NON-COLLUSIVE BIDDING CERTIFICATE**

6 By submission of this bid or proposal, the Bidder certifies that:

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

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

4 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

7 Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

4 **Filing of Form CIQ**

8 If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 **Regulatory Standing**

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

5 **Regulatory Standing**

0 Regulatory Standing explanation of no answer on previous question.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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

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

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

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

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

Suspension or Debarment Instructions

Instructions for Certification:

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

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide 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.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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Non-Discrimination Statement and Certification

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

5 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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.

5 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 2 CFR PART 200 Termination

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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2 CFR PART 200 Clean Air Act

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 \$250,000 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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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2 CFR PART 200 Federal Rule

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 \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, 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 certify that it is in compliance with the Clean Air Act?

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1 **2 CFR PART 200 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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2 **2 CFR PART 200 Rights to Inventions**

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 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 the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

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3 **2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

6 4 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 5 2 CFR PART 200 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.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

6 6 2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

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7 **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 Lobbying," in accordance with its instructions.

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

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8 **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

ONLY IF you answered "I HAVE Lobbied per above" to attribute above titled "[Certification Regarding Lobbying](#)", please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

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9 **Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 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.

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If proposing on PART 2, Davis-Bacon Act compliance.

IF proposing on PART 2, Texas Statute requires compliance with 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 S, "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. 314S), 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.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

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2** **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.

By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

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3** **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Do you agree to these terms?

Yes, I Agree (Yes)

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4** **Remedies**

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

Do you agree to these terms?

**7
5** **Remedies Explanation of No Answer**

**7
6** **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

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7** **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

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8** **Alternative Dispute Resolution Explanation of No Answer**

**7
9** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

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0** **Infringement(s) Explanation of No Answer**

**8
1** **Acts or Omissions**

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

Do you agree to these terms?

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2 **Acts or Omissions Explanation of No Answer**

No response

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3 **Contract Governance**

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

Yes, I Agree (Yes)

8
4 **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

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

Do you agree to these terms?

Yes, I Agree (Yes)

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5 **Insurance and Fingerprint Requirements Information**

Insurance

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

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

None

8 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

7 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8 **Texas Government Code 2270 & 2270 Verification Form**

8 Texas Government Code 2270 & 2271 Verification Form
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
I swear and affirm that the above is true and correct.

YES

8 **Logos and other company marks**

9 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

9 0	Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? <input type="text" value="Yes"/>
----------------	--

9 1	Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. <input type="text" value="No response"/>
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9 2	Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? <input type="text" value="Yes"/>
----------------	---

9 3	Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement. <input type="text" value="No response"/>
----------------	--

9 4	Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points. <input type="text" value="price increases will be < 5% annually per question"/>
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**9
5** **Felony Conviction Notice**

Texas Education Code, 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.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**9
6** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**9
7** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

**9
8** **Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

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Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

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Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

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Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreement is a required condition to award of a contract resulting from this Solicitation.

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Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

REFERENCES

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT HANDWRITE

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

References are Required for PART 1 & Part 2. Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the PART 2 evaluation process, and the evaluation cannot be completed

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Russellville School District	Chris Campbell	chris.campbell@russellvilleschools.net	(479) 968-1650
Pottsville School District	Larry Dugger	larry.dugger@pottsvilleschools.org	(479) 968-8101
City of Plainview	Theo Wideman	pviewsfund@arkwest.com	(479) 272-4242
Jessieville School District	Matt Walls	matt.walls@jsdlions.net	(501) 984-5381

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: E&F Roofing Co., Inc.
(Name of Corporation)

Naomi Noblett certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Tim Noblett
(Name of person who completed proposal document)

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

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

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


CORPORATE SEAL if available


SIGNATURE

06/17/2021

DATE

Required Confidential Information Status Form

E&F Roofing Co., Inc.

Name of company

Tim Noblett Vice President

Printed Name and Title of authorized company officer declaring below the confidential status of material

300 W Main

Plainview

AR 72857

479-272-4069

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy** of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

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

Signature Tim Noblett Date 06/17/2021

License No. 0022960422

ID #3673

State of Arkansas
Commercial Contractors Licensing Board

E & F ROOFING, INC.
PO BOX 186
PLAINVIEW, AR 72857

E & F ROOFING, INC.

This is to Certify That

_____ is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

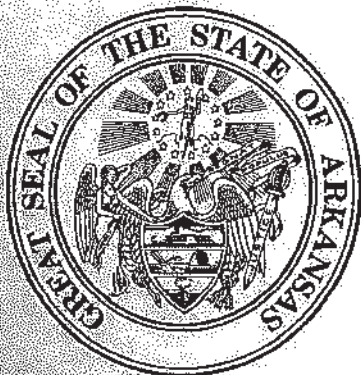
SPECIALTY

Roofing, Roof Decks, Roofing Sheet Metal

This contractor has an unlimited suggested bid limit.

from June 25, 2021 until April 30, 2022 when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas.



Mark H. A.

Ray Bradley

CHAIRMAN

SECRETARY

June 25, 2021 - dsa



1000 Venture Blvd., Wooster, Ohio 44691
tel. 800/927-8578 fax 800/649-2737
www.fibertite.com www.seamancorp.com

FIBERTITE® ROOFING SYSTEMS
Contractor Certification

Date of Issue: March 07, 2014
Project: TBD
Contractor: E & F Roofing, Inc.
714 W. Main
Plainview, AR. 72857

TO WHOM IT MAY CONCERN:

Seaman Corporation is the only and original manufacturer of FiberTite Roofing System(s).

The above referenced roofing contractor is authorized to bid and install, if successful, our FiberTite Roofing System.

We further certify that our system requires completion of the following criteria.

- a. The system is installed by an Authorized Contractor, in strict accordance with the contract documents and current FiberTite Specifications.
- b. The completed system is inspected and approved by FiberTite Technical Services.
- c. Seaman Corporation receives full payment for materials provided.

FiberTite Technical Services is available for project review at (800) 927-8578.

Respectfully,

Jonathan C. Pierson
FiberTite Technical Services

Tim Noblett

Tim graduated in 1987 from the Plainview School District and attended college at Arkansas Tech University. Tim's experience started in the summers of the 1980s working for his father and grandfather. In 1991, he began working at E&F Roofing as a project manager and oversaw operations with his father after the death of his grandfather in 1986.

Since the beginning, Tim's focus has always been to learn the many new roof systems and technologies that go with the roofing industry. In 2000, Tim took over all of the day-to-day operations of the company when his father decided to "semi" retire.



Our History

E&F Roofing, Inc. was founded in 1971 by father and son, Earl and Floyd Noblett. For over 48 years, the company has built a reputation for providing high quality roofing products and great workmanship. In 1991, Floyd's son, Tim, joined the family company and in 2000 took over day-to-day operations. Tim went on to make E&F Roofing what it is today.

E&F Roofing's workmanship is second to none and has been rewarded by manufacturers and clients. Our many satisfied customers include school districts, hospitals, municipalities, restaurants, industrial operations and the State of Arkansas. Even though we have completed very large projects, our motto is quality over quantity. We are licensed, insured and bonded.

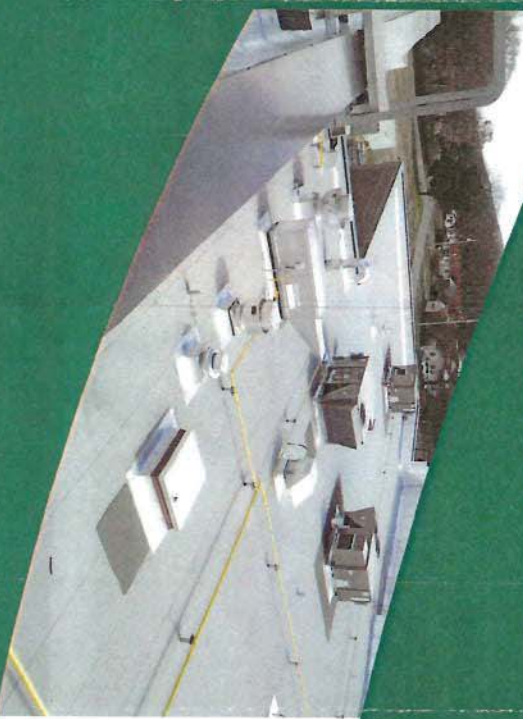
CONTACT US

O: 479-272-4069
F: 479-272-4077

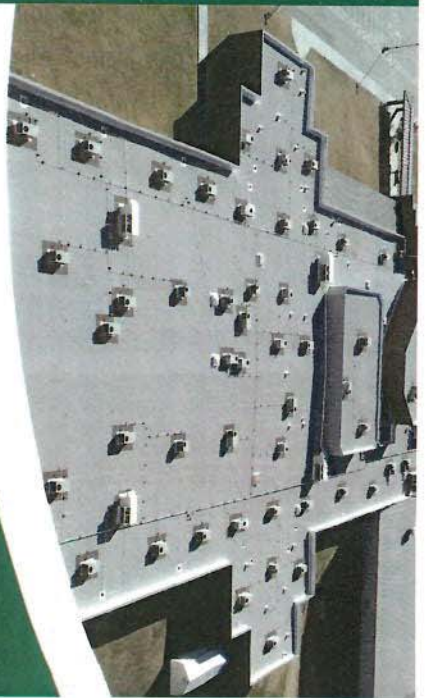
efroofinginc.com

300 W. Main
P.O. Box 186
Plainview, AR 72857

A Member of



E&F ROOFING
COMMERCIAL | ARCHITECTURAL SYSTEMS



PROVIDING ARKANSAS
· SUPERIOR ·
ROOFING SERVICES

Craftsmanship . . . Since 1971



E&F ROOFING
COMMERCIAL | ARCHITECTURAL SYSTEMS

— *We're On Top of Service* —

TYPES OF ROOFING

TP0 Roof Systems

Thermoplastic polyolefin (TP0) single-ply roofing membranes are among the fastest growing commercial roofing products and have gained broad industry acceptance for their many performance and installation advantages. As demand increases for heat-reflective and energy efficient roofing systems, TP0 single-ply roofing membranes continue to provide exceptional resistance to ultraviolet, ozone and chemical exposure.

Benefits of TP0

- Lightweight & white in color
- ENERGY STAR® qualified
- Keeps buildings cooler by reflecting sunlight



Modified Bitumen Roof Systems

SBS Modified Bitumen Roofing Systems incorporate a synthetic rubber-based technology which yields exceptional flexibility, even in extremely low temperatures. SBS membranes can be installed in hot asphalt or cold adhesive or can be heat welded.

Benefits of Modified Bitumen

- Multilayer polymer-modified asphaltic system
- Weather and tear resistant
- Reliable system used since the '70s



Standing Seam Metal Roof Systems

Standing seam metal roofing is a concealed fastener roofing system which features vertical legs in different widths. This roofing system is one of the most durable and weathertight roof systems available in the industry. Its concealed fastener design ensures that the fasteners aren't exposed to the elements, which could cause them to fail over time.

Benefits of Standing Seam Metal

- Many colors are available
- Long-lasting and lightweight
- Aesthetically pleasing and structurally sound
- Rollforming capabilities at the jobsite for longer panels with no laps



PVC Roof Systems

A reliable and versatile roofing membrane suitable for all types of single-ply systems. PVC is a heat weldable polyvinyl chloride thermoplastic membrane that provides superior resistance against oil, fuels and other hard chemicals. The single-ply thermoplastic membranes are durable, lightweight and flexible. Guaranteed to last up to 25 years.

Benefits of PVC

- Excellent roof system for restaurants
- Reduces air-conditioning usage
- High reflectivity for greater energy savings
- Increased chemical resistance compared to other roofing technologies



Roof Repair and Preventative Maintenance

E&F Roofing's scheduled maintenance can help locate roofing issues before damages occur!

- Semi-Annual or Annual Roof Inspection Programs
- Preventative Roof Maintenance
- Capable of Repairing Multiple Roof Systems





The JM TPO Advantage

The JM TPO Advantage is now stronger than ever! Contractors, specifiers, and consultants played an important part in the design and engineering of JM TPO and the results speak for themselves. As we developed specifications for production, we evaluated and optimized the formulation to deliver results most important to our valuable customers specifying, using, and counting on JM TPO to deliver.

Through the rigor of six sigma design analysis, we identified key criteria that contractors, specifiers, and consultants ranked as most important: thickness over scrim, ozone resistance, reflectivity, consistent thickness across the sheet, variety of product offerings, maintenance of product properties after heat aging and overall weather resistance. JM TPO clearly has the advantage over other products on the market!

Highest Thickness-Over-Scrim in the Roofing Industry

The ASTM D 6878 minimum standard for thickness-over-scrim is 12 mils. JM target manufacturing standards are 150% of the ASTM requirement for 45 mil and an even greater percentage for 60 mil product. According to a leading roofing expert, thickness-over-scrim was identified as the most important TPO attribute for top performance.*

Exceptional Ozone Resistance

JM building scientists worked with our polymer chemists to understand and apply breakthroughs in chemistry that have allowed us to utilize the industry's best UV formulation. The JM TPO formulation was developed to maximize resistance to ozone degradation.

Solar Reflectance Index Exceeds the EPA Standard

JM TPO is ENERGY STAR® compliant with an SRI of 101 that exceeds the EPA standard. Some manufacturers offer TPO products that do not even meet this criteria. A high SRI also means additional cost savings for the owner. And, one more selling advantage for you as more and more building projects demand the most energy-efficient products on the market.

Thickness Tolerances Have Over 50% Less Deviation than Other Major Brands

JM measured 10' wide sheets from other brands at 105 data points across the width of the membranes. JM results indicated that our standard deviation is an average of half of the deviation found in the closest of two leading TPO membranes. Consistent thickness means consistent properties that assure excellent weathering, workability and an aesthetically pleasing appearance. Our tight tolerances are especially crucial to maintain the integrity of the encapsulated edge thickness.

Seam Strength 50% Higher Over a Wider Temperature Range

JM has successfully maximized the melt window of the membrane, assuring you a solid weld with the greatest flexibility in varying field conditions. With a seam strength averaging 50% higher than the market average over a temperature range of 775°F to 1,000°F, JM TPO can reduce cold welds and increase productivity. Better productivity equals a competitive advantage. Think of JM TPO as the best in class of wide "weld-window" TPOs.

Highly Engineered for Tear Strength and Uplift Resistance

JM TPO is strong and flexible helped by the scrim orientation and thickness of our polyester reinforcement. Our membranes have superior strength with a machine tear strength of 90 lbf, 5% greater than other TPOs reported at 86lbf. Many competitor's use 1,000 x 1,000 denier (thickness of threads) reinforcement for 10' wide sheets. The JM TPO reinforcement for 10' wide sheets is JM reinforcements are significantly higher at 1,300 x 1,300 denier. This has resulted in a multitude of benefits for JM TPO including puncture testing results which are 27% higher than another leading brand. Most importantly, the reinforcement allows for efficient load transfer in mechanically fastened systems and installing a membrane more resistant to damage equals fewer callbacks.





Top Performance with 17% Higher Elongation

A higher elongation of 35% in the machine direction, versus a leading competitor's at 30%, ensures a greater accommodation for deck movement. Most importantly, JM TPO membrane has superior cold temperature mechanical properties.

A Great Variety of Product Offerings

The JM TPO product line has great breadth, giving contractors and owners many design and installation options. And, JM is the only manufacturer to have a peel and stick walkpad product as well as a 4' detail membrane. We are continually on the move with new innovations, so look soon for a new array in color choices.

Outstanding Climate Resistance as Measured by the Xenon Weatherometer

The ASTM test minimum standard is simulated exposure at 10,080 kJ/m². JM has maintained performance now to 19,800 kJ/m² and continues to accumulate exposure well past the ASTM requirements. Compare this to another brand with performance requirements of only 17,000 kJ/m². Additionally, JM TPO shows remarkable retention of physical properties after heat aging.

Nationwide and Extensive Technical Service Support

Our Technical Services will assist with details and how to adapt JM TPO to the accessories products you may be familiar with from other brands, making it much easier for you to try the JM product.

JM has a Bright Financial Future Even in these Economically Uncertain Times

JM is owned by Berkshire Hathaway, a company with the highest level of leadership from Warren Buffett. You can be assured that JM will have the financial stability to honor guarantees over a long time horizon. Other manufacturers may not be so confident. We are a 150+ year-old company with a track record that you can trust now and in the future.

**Most Important TPO Quality – The Remarkable Growth of Thermoplastic Polyolefin (TPO) Roofing Systems*
Roofing News January 2007



Siplast Multi-Ply SBS-Modified Bitumen Membranes

Multi-Ply SBS-Modified Bitumen Membranes

Print

Submittal Information:

- Data Sheets
- Details
- Guide Specs
- Spec Plates

In the late 1960s, Siplast Research and Development, working in conjunction with Shell Chemical of Europe, developed SBS (styrene-butadiene-styrene) modified bitumens. We found that by properly modifying asphalt with SBS, we could produce a highly durable elastomeric blend with exceptional elongation and recovery properties over a wide range of temperatures. This technology was applied to the design of our two-ply engineered roof systems, in which the workhorse base ply absorbs roof stresses while the top ply shields the base from the elements and mechanical abuse. To learn more about our engineered roof systems, click on a selection below.



Felt-Surfaced Membrane (Paradise 20/30)



Foil-Surfaced Membrane (Vercel)



Reflective Cool Roof System (Paradise CR)



Vegetative Green Roof Systems (Terenz)



Foil-Surfaced Membrane with Copolymers (Paradise 20/20)



SBS-Modified Bitumen Roof Systems Brochure



Repair & Maintenance Brochure



Full Line Engineered Roofing & Waterproofing Systems



Technical Guide

Top

50 mil FiberTite-XT

Product Data

APPLICATION

The 50 mil FiberTite-XT Roofing System can be used on Flat Global Roofing Systems. The 50 mil FiberTite-XT Roofing System can be installed by mechanically adhering the membrane to the substrate. For more information on the installation of the 50 mil FiberTite-XT Roofing System, please refer to the typical ballast configurations using conventional stone or paver ballast.

For specific installation recommendations and requirements, please refer to the [FiberTite Roofing Guide Specifications for the Installation of FiberTite Roofing](#).

PHYSICAL PROPERTIES (cont.)

ASTM D6754-02	Minimum Requirements	50 mil Typical
Accelerated Weathering <i>Practice G 155 / Xenon</i>	5000hr	>10000hr
<i>cracking (7x magnification)</i>	none	none
<i>crazing (7x magnification)</i>	none	none
Accelerated Weathering <i>Practice G 154 / UVA</i>	5000hr	>10000hr
<i>cracking (7x magnification)</i>	none	none
<i>crazing (7x magnification)</i>	none	none
Fungi Resistance <i>Practice G 21, 28 days</i>	no growth none	no growth none
Sustained Growth Discoloration		
Abrasion Test, cycles <i>D 3389 H-18 wheel / 1,000 g load</i>	1,500	2,000+
Additional Physical Properties		
Tensile Strength (psi) <i>ASTM D882</i>	> 9500	
Breaking Strength (lbs) <i>ASTM D751, Grab Method</i>	600	
Puncture Resistance (lbs) <i>ASTM D751, Bursting Strength</i>	700	
Water Vapor Transmission <i>ASTM E96 proc. A (g/m²/24hrs)</i>	1.3	
Shore A Hardness <i>ASTM D2240</i>	87	
Flame Resistance <i>MIL-C-20696C / Type II Class 2</i>	pass	
Oil Resistance, MIL-C 20696C <i>No swelling, cracking or leaking</i>	none	
Hydrocarbon Resistance, MIL-C-20696C <i>No swelling, cracking or leaking</i>	none	
High Temperature Dead Load <i>ASTM D751 (50 lbs, 160°F, 4 hrs)</i>	pass	
Energy Attributes (Color 06160 Off-White)		
Solar Reflectance <i>ASTM E903</i> <i>ASTM E1918</i>	79% 83%	
Solar Reflectance (3 yr aged) <i>ASTM C1549</i>	Un-Cleaned 66%	Cleaned 78%
Solar Emittance <i>ASTM E408</i> <i>ASTM C1371</i>	95% 85%	
Solar Emittance (3 yr aged) <i>ASTM C1371</i>	Un-Cleaned 74%	Cleaned 81%
Energy Star	yes	
Solar Reflective Index (SRI) <i>ASTM E1980</i>	98.54	
LEED 2.2 - Heat Island Effect <i>SS Credit 7.2</i>	1 Credit	



**INTELLIGENT
ROOFING SOLUTIONS**

MEMBRANE

50 mil FiberTite-XT

Product Data

Seaman Corporation's 50 mil FiberTite-XT membrane features an 18 x 18 / 1,100 x 1,300 denier weft reinforced polyester knit fabric, coated with a proprietary compound, utilizing DuPont's™ Elvaloy® Ketone Ethylene Ester (KEE) as the principle polymer in the hybrid vinyl alloy coating.

DESCRIPTION

50 mil FiberTite-XT is a 50 mil thick reinforced 18 x 18 / 1,100 x 1,300 denier weft reinforced polyester knit fabric, coated with a proprietary compound, utilizing DuPont's™ Elvaloy® Ketone Ethylene Ester (KEE) as the principle polymer in the hybrid vinyl alloy coating. It meets or exceeds the physical properties and performance requirements of the following specifications:

ASTM D 751 - Standard Specification for 18 x 18 / 1,100 x 1,300 Denier Weft Reinforced Polyester Knit Fabric, Coated with a Proprietary Compound, Utilizing DuPont's™ Elvaloy® Ketone Ethylene Ester (KEE) as the Principle Polymer in the Hybrid Vinyl Alloy Coating.

50 mil FiberTite Roofing Membranes are constructed using high performance polyethylene resin, which has been formulated to provide superior performance in a wide range of applications. The resin is applied to the base fabric in the final coating process. Today, FiberTite Roofing Membranes are the result of Seaman Corporation's 50 mil thick reinforced 18 x 18 / 1,100 x 1,300 denier weft reinforced polyester knit fabric, coated with a proprietary compound, utilizing DuPont's™ Elvaloy® Ketone Ethylene Ester (KEE) as the principle polymer in the hybrid vinyl alloy coating.

50 mil FiberTite Roofing Membranes are constructed using high performance polyethylene resin, which has been formulated to provide superior performance in a wide range of applications. The resin is applied to the base fabric in the final coating process. Today, FiberTite Roofing Membranes are the result of Seaman Corporation's 50 mil thick reinforced 18 x 18 / 1,100 x 1,300 denier weft reinforced polyester knit fabric, coated with a proprietary compound, utilizing DuPont's™ Elvaloy® Ketone Ethylene Ester (KEE) as the principle polymer in the hybrid vinyl alloy coating.

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PHYSICAL PROPERTIES

ASTM D 751 - 18 x 18 / 1,100 x 1,300	ASTM D 751 - 18 x 18 / 1,100 x 1,300	50 mil FiberTite-XT
Thickness, mm (in.) ASTM D 751	0.79 (0.031)	1.27 (0.050 nom.)
Thickness over Fiber, mm (in.) Optical method (inches)	0.15 (0.006)	.38 (0.015)
Breaking Strength, N (lbf) ASTM D 751 proc. B - strip	1175 (265)	1779 (400)
Elongation at Break, % ASTM D 751 - strip	15	18
Tear Strength, N (lbf) ASTM D 751 Proc. B. Tongue Tear	335 (75)	556 (125)
Linear Dimensional Change ASTM D 1204 max (%)	1.3	.78
Fabric Adhesion, N/m (lbf/in) ASTM D 751	225 (13)	no peel
Retention of Properties after Heat Aging ASTM D 3045 - 176°/156 days		
Breaking Strength, strip, % original	90	90
Elongation at Break, strip, % original	90	90
Low Temperature Bend after Heat Aging	-30	-40
Low Temperature Bend ASTM D 2136 (°F)	-30	-40
Change in Weight after Exposure in Water D 471 158°F, 166 h, one side only, max. (%)	0.0, +6.0	0.0, +3.7
Factory Seam Strength, N (lbf) ASTM D 751 Grab Method	1780 (400)	> Fabric Break
Hydrostatic Resistance, kPa (psi) ASTM D 751	3.5 (500)	5.9 (850)
Static Puncture Resistance ASTM D 5602 (99 lb)	pass	pass
Dynamic Puncture Resistance (J) ASTM D 5635	10	30



For more information on FiberTite Systems and accessories please call:
Seaman Corporation (800) 927-8578
International (330) 262-1111
www.fiberlite.com

INTELLIGENT ROOFING SOLUTIONS

FiberTite® is a registered trademark of Seaman Corporation.



Subject to the conditions of Approval for a roof covering when installed as described in the current edition of the Approval Guide.



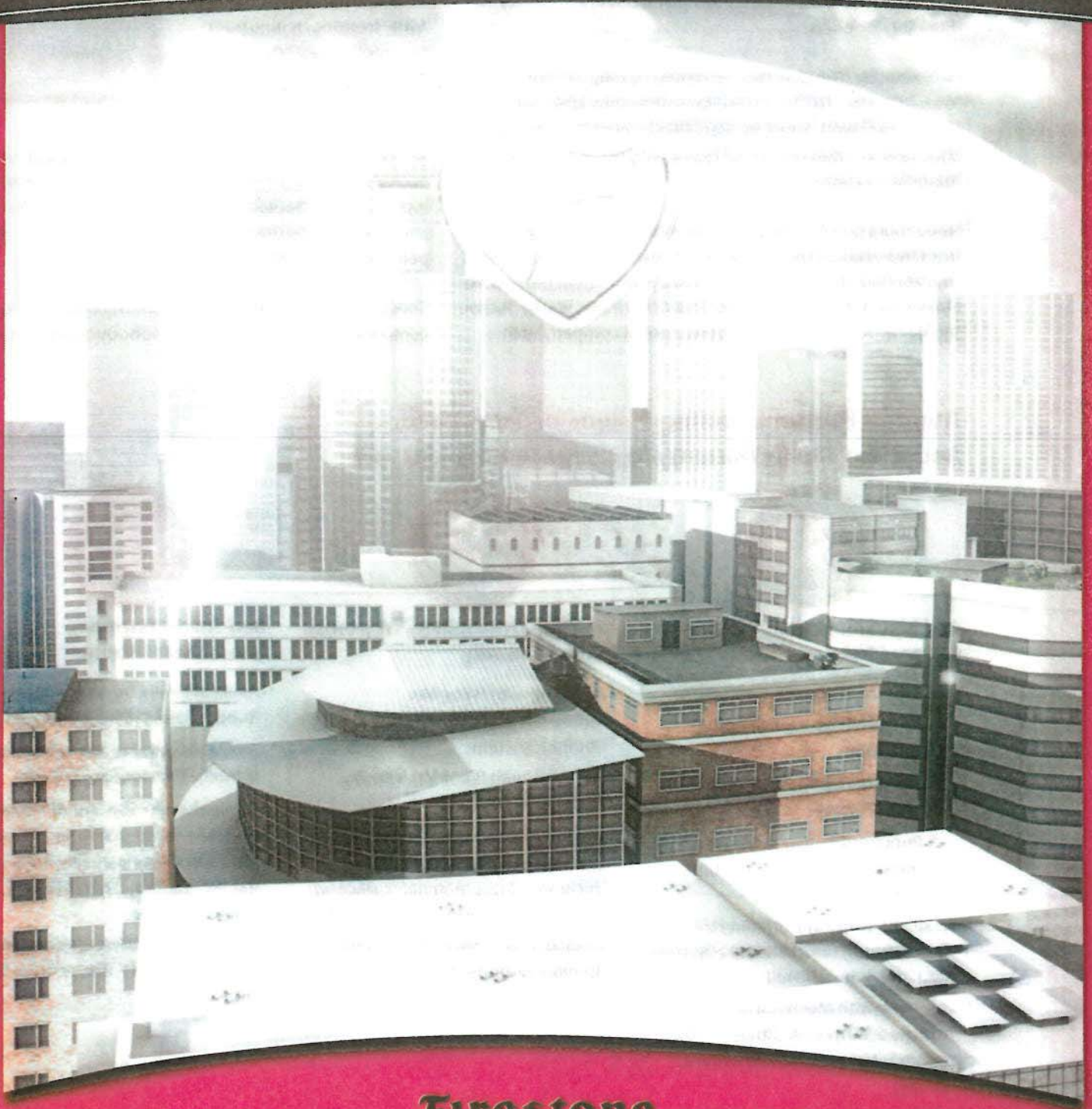
As to an external fire exposure only. See UL directory of products certified for Canada and UL roofing materials and systems directory 34KL, 45PO, 97PS.



CHEMICAL FABRICS & FILM ASSOCIATION, INC.



FIRESTONE RED SHIELD™ WARRANTY
THE ONE THAT STANDS ALONE.



Firestone
BUILDING PRODUCTS

NOBODY COVERS YOU BETTER™

www.firestonebpco.com

Firestone Red Shield™ Warranty. Nobody covers you better.

The Firestone Red Shield Warranty. It's the one the competition has never managed to equal, because no other roofing manufacturer can match the resources of Firestone Building Products.

For example, Firestone has warranted roofing systems for over 25 years. That's a record few other companies can match. And with Firestone Red Shield coverage, you can choose warranties on all roof types, with no dollar limit for material and labor.*

Need more proof? Firestone warranties offer coverages from five years all the way up to 30 years. And you can even transfer Red Shield warranty coverage from owner to owner. Finally, with the Firestone Red Shield Warranty, you're backed by the resources of a billion-dollar global company with a

heritage that goes back over a century.

With Firestone behind your next roofing system, all of the characteristics that are important to your needs—including installation expertise and product support—come together. The result is a single package of capabilities designed to meet your demand for top quality. All backed by comprehensive Firestone Red Shield warranties that help assure outstanding roofing performance for decades to come.

Compare Firestone Red Shield Warranty coverage to any competitor. You'll soon see why nobody covers you better.



There's a Firestone roofing system for every need.
And a Red Shield Warranty for every commercial roof.



Red Shield Platinum™ Warranty 30 Years Strong

- Multiple coverage types available:
 - * Puncture: covers incidental punctures
 - * Puncture/hail: covers punctures with 2" of hail
 - * Puncture/hail/wind: covers punctures, hail and 100 mph wind
- Available with Fully Adhered (FA) RubberGard™ EPDM Roofing Systems (Min. thickness: 90 mil)
- Available with Mechanically Attached (MA) or FA UltraPly™ TPO Roofing Systems (Min. thickness: 80 mil)
- TPO MA system utilizes Wide Weld technology



Red Shield Medallion™ Warranty 25 Years Strong

- Available with FA or MA RubberGard EPDM RMA Roofing Systems
- Available with FA or MA UltraPly TPO Roofing Systems
- Available with SBS and APP Modified Bitumen Roofing Systems (Min. thickness: 2-ply, granular surface w/ AcryliTop™ Coating)
- Available with UNA-CLAD™ Metal Roofing Systems (UC-4)



Red Shield Warranty 5 to 20 Years Strong

- Available with FA, MA or Ballast RubberGard EPDM Roofing Systems
- Available with FA, MA or Ballast UltraPly TPO Roofing Systems
- Available with SBS and APP Modified Bitumen Roofing Systems. Two-ply APP/SBS systems qualify for a \$500 flat fee warranty, regardless of square footage.
- Available with UNA-CLAD Metal Roofing Systems (UC-3, UC-4, UC-6, UC-14)

*Subject to terms and conditions of Red Shield limited warranty.

FIRESTONE RED SHIELD WARRANTY THE ONE THAT STANDS ALONE.

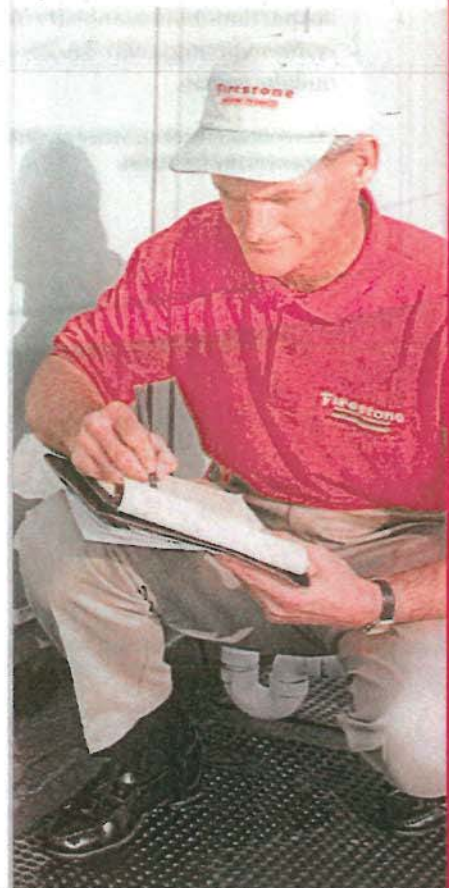


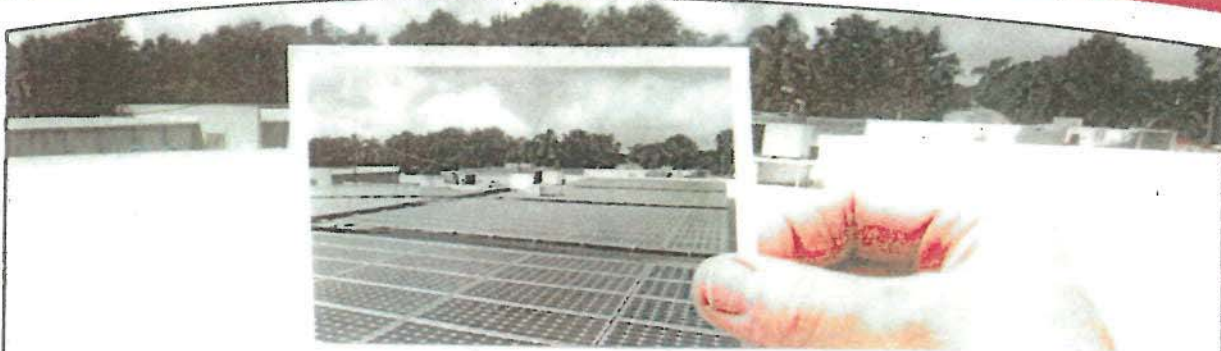
Compare for yourself. Does their warranty do all this?

Firestone's Red Shield Warranty stands alone against the competition. Trust Firestone to offer a warranty program for every building, every need, every budget.

- ✓ Material and labor covered with comprehensive, no-dollar limit liability
- ✓ "Edge to edge" system coverage, including membrane, insulation and metal — all from a single source manufacturer
- ✓ A single source for warranties on all roof types, from EPDM to TPO, from Modified Bitumen to Metal
- ✓ Licensed and trained installers, plus field technical team to inspect roofs for optimum installation and quality control
- ✓ Warranties from five years up to 30 years in length
- ✓ A wide variety of warranties to match every customer's needs
- ✓ Warranty coverage that has been put to the test, earning the trust of contractors, building owners, architects and specifiers for over a generation
- ✓ Warranty coverage that is transferable from owner to owner
- ✓ One number to call for warranty claims — 24/7/365
- ✓ Backed by Bridgestone Corporation, a global company with billions in assets
- ✓ The comfort and confidence that come from dealing with a company that is dedicated, reliable and easy to work with

Firestone





A new green outlook on our Red Shield™ Warranty.

Everyone in the commercial building industry is making an investment in "greener" systems, materials and building practices. Now, Firestone is backing your investment in the future with an investment of our own: the Firestone EnviroReady™ Roofing System and Warranty.*

This comprehensive program lets building owners install a high quality conventional roof today and upgrade it with green roofing technology tomorrow. Firestone's Red Shield warranty keeps your new EPDM or TPO roof "enviro-ready" for responsible upgrades for up to 7 years after initial installation, so you can go green in a way that matches your needs and your budget.

Thanks to Firestone, now you can plan future environmental roofing upgrades, fully confident that you are installing not just the products, but the industry leading Red Shield Warranty coverage you need to maintain everything that will go under your next "green" roof. This exclusive program covers inspections before and after installation of new green upgrades. Firestone also provides premium system offerings with 20-, 25- and 30-year warranty options to help you achieve your sustainable building goals.

* EnviroReady Roofing System available in select EPDM and TPO Roofing Systems. See your local Firestone sales representative for details.



Firestone Building Products

250 West 96th St., Indianapolis, IN 46260

Corporate Office: 1-800-428-4442 • 317-575-7000 • Fax: 317-575-7100

www.firestonebpco.com

International Offices:

Firestone Building Products Canada

2835 Argenta Rd., Unit #2

Mississauga, ON L5N 8G6

1-888-292-6265 • 905-363-3150 • Fax: 877-666-3022

Firestone Building Products Europe

Ikaroslaan 75 - 1930 Zaventem, Brussels, Belgium

+32 2 7114450 • Fax: +32 2 7212718

Firestone Building Products Latin America

8200 NW 52nd Terrace, Suite #107

Miami, FL 33166

305-471-0117 • Fax: 305-471-0377

Note: This brochure is meant only to highlight Firestone's products and specifications. Information is subject to change without notice. All products and specifications are listed in approximate weights and measurements. For complete product and detail information, please refer to the Technical Manual. Firestone takes responsibility for furnishing quality materials which meet Firestone's published product specifications. As neither Firestone itself nor its representatives practice architecture, Firestone offers no opinion on, and expressly disclaims any responsibility for, the soundness of any structure on which its products may be applied. If questions arise as to the soundness of a structure or its ability to support a planned installation properly, the Owner should obtain opinions of competent structural engineers before proceeding. Firestone accepts no liability for any structural failure or for resultant damages, and no Firestone Representative is authorized to vary this disclaimer.



This green product printed on recycled paper using Soy Inks and manufactured using 100% Wind Power.

Firestone

ROOFING MEMBRANE LIMITED WARRANTY

Warranty No: **SAMPLE**

FBPCO #**SAMPLE**

Square Footage: **SAMPLE** s.f.

Building Owner: **SAMPLE**

Building Identification: **SAMPLE**

Building Address: **SAMPLE**

Warranty Period Of: **(5) (10) (15) (20) Years** Beginning on: **SAMPLE**

Roofing Contractor: **SAMPLE**

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions and Limitations, set forth below, provide replacement membrane materials sufficient to replace any area of Firestone Roofing Membrane ("Membrane") which leaks as a result of ordinary exposure to the elements or any manufacturing defect in the Membrane. Firestone's replacement obligations over the life of this warranty are limited to the owners original cost of the Membrane, prorated based on the remaining months of the unexpired warranty.

TERMS, CONDITIONS AND LIMITATIONS

1. The Membrane is limited to mean the Firestone brand Membrane when installed in accordance with Firestone Technical Specifications.
2. In the event any leak should occur in the Membrane: (a) The Owner must give written notice to Firestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak. (b) If upon investigation, Firestone determines that the leak is caused by deterioration in the Membrane as a result of ordinary exposure to the elements, the Owner's sole and exclusive remedy and Firestone's liability shall be limited to the supply of replacement membrane material sufficient to replace the affected area of membrane; (c) Should the investigation reveal that the leak is caused by something other than causes set forth in 2(b) above, investigation costs shall be paid by the Owner. Failure by Owner to pay for these costs shall render this Membrane Limited Warranty ("Limited Warranty") null and void. If the cause of the leak is determined by Firestone to be outside the scope of this Limited Warranty, Firestone shall advise the Owner of the type and/or extent of repairs required to be made at the Owner's expense which, if the Owner properly makes, will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to make these repairs in a reasonable manner and within a reasonable time shall render this Limited Warranty null and void. (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.
3. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the System.
4. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Natural forces, disasters, or acts of God including, but not limited to, winds, hurricanes, tornadoes, hail, lightning, earthquakes, atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which damages the System or which impairs the Membrane's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the membrane, said maintenance to include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Building Envelope Care and Maintenance Guide"; (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, etc.; (e) Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, building structure or underlying or surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in contact with the Membrane, which damages the Membrane, or which impairs the Membrane's ability to resist leaks; (g) Alterations or repairs to the Membrane not approved in writing by Firestone; (h) The architecture, engineering, construction or design of the roof, roofing system, or building. Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of roof system is appropriate; (i) A change in building use or purpose; (j) Failure to give proper notice as set forth in paragraph 2(a) above.
5. This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the current transfer fee.
6. During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free access to the roof during regular business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable costs incurred during inspection and/or repair of the System that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, as necessary to expose the surface of the System for inspection and/or repair. Failure by Owner to pay these costs or to deny roof access to Firestone shall render this Limited Warranty null and void.
7. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.
8. This Limited Warranty shall be governed and construed in accordance with the laws of the State of Indiana without regard to conflict of laws.
9. This Limited Warranty does not cover flashings, seams, adhesives, sealants, coatings or workmanship.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION OR PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING PRODUCTS COMPANY

By:

Authorized

Signature: _____

Title: _____

**SAMPLE – NOT A
VALID
WARRANTY**

March 5, 2014

E & F Roofing
P.O. Box 186
Plainview, AR 72857

Re: Approved Applicator Letter

To Whom It May Concern:

Please be advised that E & F Roofing, is a licensed contractor in good standing with Firestone Building Products under license #08548.

This license certifies E & F Roofing to install all Firestone assemblies, including EPDM, Ultraply, APP, SBS/BUR and Metal Roofing systems. The certification has existed in good standing since 5/15/2003. The certification allows the contractor to install Red Shield Warranties (no dollar limit).

Firestone is proud to have E & F Roofing in our family of applicators.

If you should require further documentation, or have questions, please feel free to call me at 888-942-1463.

Sincerely,
Firestone Building Products Co.

Jeff Lisenbey

Support Services Mgr.
Lunday and Associates, Inc.
Representatives of Firestone Bldg. Products



March 7, 2014


Tim Noblett
E & F Roofing Co., Inc.
P. O. Box 186
Plainview, AR 72857

Dear Mr. Noblett:

This is to confirm that E & F Roofing is a Siplast Select Contractor in good standing. E & F Roofing has been an approved contractor for over eight years and has completed numerous successful Siplast roof installations. They have utilized hot asphalt, cold-adhesive, and torch methods of application for Siplast modified bitumen roofs and have applied Siplast PMMA liquid-applied resin systems in many different applications.

Please don't hesitate to contact me if I can be of any assistance.

Sincerely,


David Bell
District Sales Manager

DB:SC:bb





ROOF MEMBRANE/SYSTEM GUARANTEE

Guarantee No.:
Guarantee Date:

SIPLAST, INC. has sold materials which have been used in applying a Roof Membrane/System (comprised solely of the Siplast, Inc. Roof Membrane, Rigid Roof Insulation designated as Paratherm Polyisocyanurate and/or Siplast Wood Fiberboard and/or DensDeck, DensDeck Prime or DensDeck DuraGuard, and Parafast Fasteners and/or Para-Stik Insulation Adhesive) to a building owned and described as follows:

OWNER:
ADDRESS OF OWNER:
JOB NAME & AREA:
ADDRESS OF BUILDING

ROOF SYSTEM:
ROOF DECK:
ROOF INSULATION:
ROOF AREA:
ROOFING CONTRACTOR:
COMPLETION DATE:

USE OF BUILDING:

SIPLAST HEREBY GUARANTEES TO THE ABOVE OWNER, subject to the terms, conditions and limitations stated herein, that the Roof Membrane/System (comprised solely of the SIPLAST Roof Membrane, Paratherm and/or Wood Fiberboard and /or DensDeck, DensDeck Prime or DensDeck DuraGuard, Parafast Fasteners and/or Para-Stik Insulation Adhesive) at the above building will remain in a watertight condition for a period of 20 years, commencing with the date hereof; or SIPLAST, will repair the Roof Membrane/System at its own expense.

A. TERMS AND CONDITIONS

This Guarantee shall be subject to the following additional terms and conditions.

- 1. SIPLAST shall be liable under this Guarantee only if:
a. The Roof Membrane is installed according to SIPLAST specifications;
b. The Rigid Roof Insulation is installed according to SIPLAST specifications;
c. The installation of the Roof Membrane and Roof Insulation is by a roofing contractor approved in advance by SIPLAST;
d. The use of SIPLAST materials has been approved in advance by SIPLAST.

B. NOTICE OF CLAIM

Any claim hereunder shall be deemed waived unless the Owner shall have given SIPLAST written notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered.

C. EXCLUSIONS FROM COVERAGE

This Guarantee does not cover leaks or failure of the Roof Membrane/System to perform as guaranteed herein resulting from occurrences beyond the control of SIPLAST including but not limited to:

- 1. Damage to the Roof Membrane/System caused by lightning, windstorm, hail, earthquake, tornado, hurricane, flood, malicious mischief, vandalism, chemical or organic deposits or other unusual occurrences.
2. Damage to the Roof Membrane/System caused by (i) abuse or abnormal use of the roof or Roof Membrane/System or (ii) any deliberate or negligent act in maintaining the roof.
3. Damage to the Roof Membrane/System caused by unauthorized repairs, alterations or modifications, or subsequent work on or through the roof done without prior written approval by SIPLAST of the methods and materials to be used.

- 4. Damage to the Roof Membrane/System caused by structural defects or failures (including, but not limited to, settling or shifting of the building, and cracking or movement of girders, beams, partitions or foundations) or defects or failure of any substrate component, including defects in application of any substrate component to which the Membrane/System is installed.
5. Damage to the Roof Membrane/System caused by falling objects.

- 6. Damage to the Roof Membrane/System caused by movement of metal work used in conjunction with the Roof Membrane/System.
7. Damage to the Roof Membrane/System caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof Membrane without a prior written approval by SIPLAST of the methods and materials to be used.

- 8. Damage to the Roof Membrane/System resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
9. Damage to the Roof Membrane/System caused by a change in use of the building without prior written approval of SIPLAST.

- 10. Damage to the Roof Membrane caused by ponding of water or other conditions resulting from improper drainage.

D. LIMITATION OF LIABILITY

SIPLAST shall be liable only for the cost of repair of such existing Roof Membrane/System by a SIPLAST approved contractor and will not be liable for damages to other components of the roof assembly or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces built over the roof shall be borne by the Owner. It shall be a condition to the liability of SIPLAST, hereunder that SIPLAST have access to the roof during business hours throughout the term of the Guarantee. This Guarantee will be subject to all costs of installation being paid, including those of the roofing contractor.

THIS GUARANTEE, AND THE STATEMENTS, OBLIGATIONS AND REPRESENTATIONS HEREIN CONTAINED, SHALL BE IN LIEU OF ANY AND ALL OTHER GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SIPLAST SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE BUILDING OR CONTENTS THEREOF, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PENAL DAMAGES. SIPLAST AGENTS HAVE NO AUTHORITY TO GIVE GUARANTEES BEYOND THOSE PROVIDED IN THIS GUARANTEE.

SIPLAST, INC.
By: James N. Mollenhoff, President

Siplast 1000 E. Rochelle Blvd. Irving, Texas 75062-3940 469-995-2200 www.siplast.com



ROOF MEMBRANE GUARANTEE



Guarantee No.:
Guarantee Date:

WHEREAS, SIPLAST, INC., Highway 67 South, Arkadelphia, Arkansas has sold materials which have been used in applying a Roof Membrane to a building, owned and described as follows:

OWNER:
ADDRESS OF OWNER:
JOB NAME & AREA:
ADDRESS OF BUILDING:

ROOF MEMBRANE:
ROOF DECK:
ROOF INSULATION:
ROOF AREA: Squares

ROOFING CONTRACTOR:
COMPLETION DATE:

USE OF BUILDING:

NOW, THEREFORE, SIPLAST, INC., HEREBY GUARANTEES TO THE ABOVE OWNER: (Subject to the following terms and conditions), that said Roof Membrane shall remain in a watertight condition for a term of fifteen (15) years, commencing with the date hereof; or SIPLAST, INC. shall repair the Roof Membrane at its own expense. This Guarantee shall be subject to the following additional terms and conditions.

A. SIPLAST, INC., shall be liable under this Guarantee only if:

1. The Roof Membrane is installed according to SIPLAST, INC. specifications;
2. The installation is by a roofing contractor approved in advance by SIPLAST, INC.;
3. The use of SIPLAST, INC. materials has been approved in advance by SIPLAST, INC.;

B. NOTICE OF CLAIM

Any claim hereunder shall be deemed waived unless the owner shall have given SIPLAST, INC. written notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered.

C. EXCLUSIONS FROM COVERAGE

This Guarantee does not cover leaks which result from either occurrences beyond the control of SIPLAST, INC. or mistreatment both of which include but are not limited to the following:

1. Damage to the Roof Membrane caused by lightning, windstorm, hail, earthquake, tornado, hurricane, or similar unusual occurrences.
2. Damage to the Roof Membrane caused by any deliberate or negligent act in maintaining the roof.
3. Damage to the Roof Membrane caused by unauthorized repairs, or subsequent work on or through the roof done without prior written approval by SIPLAST, INC. of the methods and materials to be used.
4. Damage to the Roof Membrane caused by structural defects or failure of any substrate component, i.e. materials used as insulation or vapor retarder, including defects in application of the substrate components.
5. Damage to the Roof Membrane caused by falling objects.
6. Damage to the Roof Membrane caused by movement of metal work used in conjunction with the Roof Membrane.
7. Damage to the Roof Membrane caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof Membrane without a prior written approval by SIPLAST, INC. of the methods and materials to be used.
8. Damage to the Roof Membrane resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
9. Damage to the Roof Membrane caused by a change in use of the building without prior written approval of SIPLAST, INC.
10. Damage to the Roof Membrane caused by ponding of water or other conditions resulting from improper drainage.

D. LIMITATION OF LIABILITY

SIPLAST, INC. shall be liable only for the cost of repair of such existing Roof Membrane or installation of a replacement Roof Membrane by a SIPLAST, INC. approved roofing contractor. SIPLAST, INC., shall not be liable for damages to other components of the roof or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces or other coverings placed over the roof shall be borne by the Owner.

It shall be a condition to the liability of SIPLAST, INC. hereunder that SIPLAST, INC. have access to the roof during business hours throughout the term of the Guarantee. This Guarantee shall be subject to all costs of installation being paid, including those of the roofing contractor.

THIS GUARANTEE SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

SIPLAST, INC.

By: _____
James N. Mollenhoff, President





ROOF MEMBRANE/SYSTEM GUARANTEE

Guarantee No.:
Guarantee Date:

SIPLAST, INC. has sold materials which have been used in applying a Roof Membrane/System (comprised solely of the Siplast, Inc. Roof Membrane, Rigid Roof Insulation designated as Paratherm Polyisocyanurate and/or Siplast Wood Fiberboard and/or DensDeck, DensDeck Prime or DensDeck DuraGuard, and Parafast Fasteners and/or Para-Stik Insulation Adhesive) to a building owned and described as follows:

OWNER:
ADDRESS OF OWNER:
JOB NAME & AREA:
ADDRESS OF BUILDING:
USE OF BUILDING:

SAMPLE

ROOF SYSTEM:
ROOF DECK:
ROOF INSULATION:
ROOF AREA:
ROOFING CONTRACTOR:
COMPLETION DATE:

SAMPLE

SIPLAST HEREBY GUARANTEES TO THE ABOVE OWNER, subject to the terms, conditions and limitations stated herein, that the Roof Membrane/System (comprised solely of the SIPLAST Roof Membrane, Paratherm and/or Wood Fiberboard and /or DensDeck, DensDeck Prime or DensDeck DuraGuard, Parafast Fasteners and/or Para-Stik Insulation Adhesive) at the above building will remain in a watertight condition for a period of 15 years, commencing with the date hereof; or SIPLAST, will repair the Roof Membrane/System at its own expense.

A. TERMS AND CONDITIONS

This Guarantee shall be subject to the following additional terms and conditions.

- 1. SIPLAST shall be liable under this Guarantee only if:
a. The Roof Membrane is installed according to SIPLAST specifications;
b. The Rigid Roof Insulation is installed according to SIPLAST specifications;
c. The installation of the Roof Membrane and Roof Insulation is by a roofing contractor approved in advance by SIPLAST;
d. The use of SIPLAST materials has been approved in advance by SIPLAST.

B. NOTICE OF CLAIM

Any claim hereunder shall be deemed waived unless the Owner shall have given SIPLAST written notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered.

C. EXCLUSIONS FROM COVERAGE

This Guarantee does not cover leaks or failure of the Roof Membrane/System to perform as guaranteed herein resulting from occurrences beyond the control of SIPLAST including but not limited to:

- 1. Damage to the Roof Membrane/System caused by lightning, windstorm, hail, earthquake, tornado, hurricane, flood, malicious mischief, vandalism, chemical or organic deposits or other unusual occurrences.
2. Damage to the Roof Membrane/System caused by (i) abuse or abnormal use of the roof or Roof Membrane/System or (ii) any deliberate or negligent act in maintaining the roof.
3. Damage to the Roof Membrane/System caused by unauthorized repairs, alterations or modifications, or subsequent work on or through the roof done without prior written approval by SIPLAST of the methods and materials to be used.

- 4. Damage to the Roof Membrane/System caused by structural defects or failures (including, but not limited to, settling or shifting of the building, and cracking or movement of girders, beams, partitions or foundations) or defects or failure of any substrate component, including defects in application of any substrate component to which the Membrane/System is installed.
5. Damage to the Roof Membrane/System caused by falling objects.
6. Damage to the Roof Membrane/System caused by movement of metal work used in conjunction with the Roof Membrane/System.
7. Damage to the Roof Membrane/System caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof Membrane without a prior written approval by SIPLAST of the methods and materials to be used.
8. Damage to the Roof Membrane/System resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
9. Damage to the Roof Membrane/System caused by a change in use of the building without prior written approval of SIPLAST.
10. Damage to the Roof Membrane caused by ponding of water or other conditions resulting from improper drainage.

D. LIMITATION OF LIABILITY

SIPLAST shall be liable only for the cost of repair of such existing Roof Membrane/System by a SIPLAST approved contractor and will not be liable for damages to other components of the roof assembly or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces built over the roof shall be borne by the Owner.

It shall be a condition to the liability of SIPLAST, hereunder that SIPLAST have access to the roof during business hours throughout the term of the Guarantee. This Guarantee will be subject to all costs of installation being paid, including those of the roofing contractor.

THIS GUARANTEE, AND THE STATEMENTS, OBLIGATIONS AND REPRESENTATIONS HEREIN CONTAINED, SHALL BE IN LIEU OF ANY AND ALL OTHER GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED GUARANTEE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SIPLAST SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE BUILDING OR CONTENTS THEREOF, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PENAL DAMAGES. SIPLAST AGENTS HAVE NO AUTHORITY TO GIVE GUARANTEES BEYOND THOSE PROVIDED IN THIS GUARANTEE.

SIPLAST, INC.
By: SAMPLE
James N. Mollenhoff, President

Siplast 1000 E. Rochelle Blvd. Irving, Texas 75062-3940 469-995-2200 www.siplast.com



An ICCPC Group Company

ROOF MEMBRANE GUARANTEE



Guarantee No.:

Guarantee Date:

WHEREAS, SIPLAST, INC., Highway 67 South, Arkadelphia, Arkansas has sold materials which have been used in applying a Roof Membrane to a building, owned and described as follows:

OWNER:
ADDRESS OF OWNER:
JOB NAME & AREA:
ADDRESS OF BUILDING:

ROOF MEMBRANE:
ROOF DECK:
ROOF INSULATION:
ROOF AREA: Squares
ROOFING CONTRACTOR:
COMPLETION DATE:

USE OF BUILDING:

NOW, THEREFORE, SIPLAST, INC., HEREBY GUARANTEES TO THE ABOVE OWNER: (Subject to the following terms and conditions), that said Roof Membrane shall remain in a watertight condition for a term of twenty (20) years, commencing with the date hereof; or SIPLAST, INC. shall repair the Roof Membrane at its own expense.

This Guarantee shall be subject to the following additional terms and conditions.

A. SIPLAST, INC., shall be liable under this Guarantee only if:

1. The Roof Membrane is installed according to SIPLAST, INC. specifications;
2. The installation is by a roofing contractor approved in advance by SIPLAST, INC.;
3. The use of SIPLAST, INC. materials has been approved in advance by SIPLAST, INC.;

B. NOTICE OF CLAIM

Any claim hereunder shall be deemed waived unless the owner shall have given SIPLAST, INC. written notice thereof within thirty (30) days after a leak is discovered or should by reasonable diligence have been discovered.

C. EXCLUSIONS FROM COVERAGE

This Guarantee does not cover leaks which result from either occurrences beyond the control of SIPLAST, INC. or mistreatment both of which include but are not limited to the following:

1. Damage to the Roof Membrane caused by lightning, windstorm, hail, earthquake, tornado, hurricane, or similar unusual occurrences.
2. Damage to the Roof Membrane caused by any deliberate or negligent act in maintaining the roof.
3. Damage to the Roof Membrane caused by unauthorized repairs, or subsequent work on or through the roof done without prior written approval by SIPLAST, INC. of the methods and materials to be used.
4. Damage to the Roof Membrane caused by structural defects or failure of any substrate component, i.e. materials used as insulation or vapor retarder, including defects in application of the substrate components.
5. Damage to the Roof Membrane caused by falling objects.
6. Damage to the Roof Membrane caused by movement of metal work used in conjunction with the Roof Membrane.
7. Damage to the Roof Membrane caused by installation of a sprinkler system, water or air conditioning equipment, radio or television antenna, framework for signs, water tower or other installation on the roof after the installation of the Roof Membrane without a prior written approval by SIPLAST, INC. of the methods and materials to be used.
8. Damage to the Roof Membrane resulting from other than occasional traffic across its surface or from its use as a storage area or recreational surface or for any other similar purposes.
9. Damage to the Roof Membrane caused by a change in use of the building without prior written approval of SIPLAST, INC.
10. Damage to the Roof Membrane caused by ponding of water or other conditions resulting from improper drainage.

D. LIMITATION OF LIABILITY

SIPLAST, INC. shall be liable only for the cost of repair of such existing Roof Membrane or installation of a replacement Roof Membrane by a SIPLAST, INC. approved roofing contractor. SIPLAST, INC., shall not be liable for damages to other components of the roof or the building or the contents or for consequential damages. The expense of removing and replacing traffic surfaces or other coverings placed over the roof shall be borne by the Owner.

It shall be a condition to the liability of SIPLAST, INC. hereunder that SIPLAST, INC. have access to the roof during business hours throughout the term of the Guarantee. This Guarantee shall be subject to all costs of installation being paid, including those of the roofing contractor.

THIS GUARANTEE SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

SIPLAST, INC.

By: _____
James N. Mollenhoff, President

