

TIPS VENDOR AGREEMENT

Between WNS Surface Maintenance + Support, LLC and
(Company Name)
d/b/a Armor Paving and Sealing
THE INTERLOCAL PURCHASING SYSTEM (TIPS)
For
RCSP 170201 Trades, Labor and Materials (JOC)

General Information

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

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

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

Definitions

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

TIPS Vendor Agreement Signature Form

RCSP 170201 Trades, Labor and Materials (JOC)

Company Name WWS Surface Maintenance + Support, LLC. DBA Armor Paving and Sealing

Address 6900 Americana PKWY,


City Reynoldsburg State OH Zip 43068

Phone 614-751-6900 Fax 614-751-6939

Email of Authorized Representative Vince@armorpavingandsealing.com

Name of Authorized Representative Vince Walters


Title Chief operating officer

Signature of Authorized Representative 

Date 2/17/17

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 David Wayne Fitts

Date 3/23/2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	170201 Addendum 1	Floor/Room		Floor/Room
Title	Trades, Labor and Materials (JOC)	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	2/2/2017 08:00 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	3/17/2017 03:00:00 PM (CT)			

Supplier Information

Company	Armor Paving and Sealing (WWS Surface Maintenance and Support LLC.)
Address	6900 Americana Parkway Reynoldsburg, OH 43068
Contact	
Department	
Building	
Floor/Room	
Telephone	(614) 751-6900
Fax	(614) 751-6939
Email	
Submitted	3/16/2017 09:57:06 AM (CT)
Total	\$0.00

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

Signature Vincent Walters

Email vince@armorpavingandsealing.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	OH
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.)	Armor Paving and Sealing
6	Primary Contact Name	Primary Contact Name	Vince Walters
7	Primary Contact Title	Primary Contact Title	Chief Operating Officer
8	Primary Contact Email	Primary Contact Email	vince@armorpavingandsealing.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6147516900
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6147516939
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7406444007
12	Secondary Contact Name	Secondary Contact Name	Adam Clark
13	Secondary Contact Title	Secondary Contact Title	Sales Manager
14	Secondary Contact Email	Secondary Contact Email	adam@armorpavingandsealing.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6147516900
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Angie Skidmore
19	Admin Fee Contact Email	Admin Fee Contact Email	angie@armorpavingandsealing.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6147516900

21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Angie Skidmore
22	Purchase Order Contact Email	Purchase Order Contact Email	angie@armorpavingandsealing.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6147516900
24	Company Website	Company Website (Format - www.company.com)	www.armorpavingandsealing.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	81-1805526
26	Primary Address	Primary Address	6900 Americana Parkway
27	Primary Address City	Primary Address City	Reynoldsburg
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Ohio
29	Primary Address Zip	Primary Address Zip	43068
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.)	paving, sealcoating, concrete, crack seal, crack fill
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Reynoldsburg
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Ohio
35	Pricing Information:	Pricing information section. (Questions 36 - 38)	(No Response Required)
36	Yes - No	Pricing submitted includes the TIPS administration fee?	No
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
38	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
39	Years Experience	Company years experience in this category?	32
40	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
41	Estimating Requirements	Awarded contractor must use Cost Works, JOC Works, RS Means Online, 4 Clicks, or Other Approved estimating software. If the contractor selects "Other Software", please make the request for approval in the next attribute question.	RS Means Online
42	Other Estimating Software	Please list the program name, website address and phone number of the requested estimating software.	

- 43 NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies (No Response Required) 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.
- 44 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 45 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?

46 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds. Yes, I certify
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

You may find the Blank Certification Regarding Lobbying form on our website at:

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

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

Do you certify the three (3) certification of lobbying statements above? If you do not certify the three (3) statements above please download the Certification Regarding Lobbying form, fill out the form, sign the form, scan the form and upload to the Certification Regarding Lobbying section on the "Response Attachments" tab.

47 Regulatory Standing

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

Yes

48 Regulatory Standing

Regulatory Standing explanation of no answer.

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

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

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

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

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

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

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

Instructions for Certification:

(No Response Required)

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

including suspension and / or debarment.

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

Yes

By submitting this offer and certifying this section, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

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

Yes

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

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

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

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

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

- 53 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 54 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 55 2 CFR PART 200 (B) Termination Yes
- Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

56	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
57	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
58	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

59	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
60	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

61 Indemnification

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

Yes

62 Remedies

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

Yes, I Agree

63 Remedies Explanation of No Answer

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

Do you agree to these terms?

69 Infringement(s) Explanation of No Answer

70 Acts or Omissions

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

Yes, I Agree

71 Acts or Omissions Explanation of No Answer

72 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

73 Payment Terms and Funding Out Clause

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

Yes

74 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

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

(2) has or will have direct contact with students

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

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

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

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

75	Texas Education Code Chapter 22 Contractor Certification for Contractor Employees	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	None
76	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes

- 77 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.
- 78 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 79 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.

Line Items

Response Total: \$0.00

REFERENCES

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.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Greenville City Schools	Tonya Snerburne	tsnerburne@greenvilleschools.org	740-587-8114
Lancaster City Schools	Ed Wolfe	E.Wolfe@lancaster.k12.oh.us	740-687-7368
Rickerington City Schools	Barbara Weaver	barbara.weaver@riscd.us	614-833-3074
City of Rickerington	Scott Tourville	stourville@rickerington.net	614-833-1221
Cogital University	Becky Hare	bhare@coqital.edu	614-306-3460
Franklin County	Mark Vitte	mvitte@franklincountyohio.gov	614-525-5865
City of Columbus	Brad Ennis	brennis@columbus.gov	614-445-5968
City of Pataskala	Byron Brown	bbrown@ci-pataskala.oh.us	740-574-3323
City of Whitewall	Miranda Vandegast	miranda.vandegast@whitewall-ohio.gov	614-237-6455
Licking Valley Schools	Jack Shinn	shinnj@lickingvalley.k12.oh.us	740-814-0305

ARMOR

PAVING & SEALING

COMPLETE PAVEMENT MAINTENANCE

- ASPHALT PAVING
- ASPHALT SEALING
- PARKING LOT STRIPING
- PATCHWORK AND REPAIR
- HOT RUBBER CRACK SEALING
- CONCRETE AND CATCH BASINS

MEMBERS OF:

- THE OHIO CHAMBER OF COMMERCE
- THE COLUMBUS APARTMENT ASSOCIATION
- THE REYNOLDSBURG CHAMBER OF COMMERCE
- THE NATIONAL PAVEMENT COATINGS ASSOCIATION
- THE BETTER BUSINESS BUREAU OF CENTRAL OHIO, INC.

SERVICING CENTRAL OHIO SINCE 1985



WWW.ARMORPAVINGANDSEALING.COM
PHONE (614) 751-6900 • FAX (614) 751-6939
6900 AMERICANA PARKWAY, REYNOLDSBURG, OHIO 43068



Asphalt Paving



Factory Direct Materials



Patch Repair



Quantity Buying Power



Cracksealing



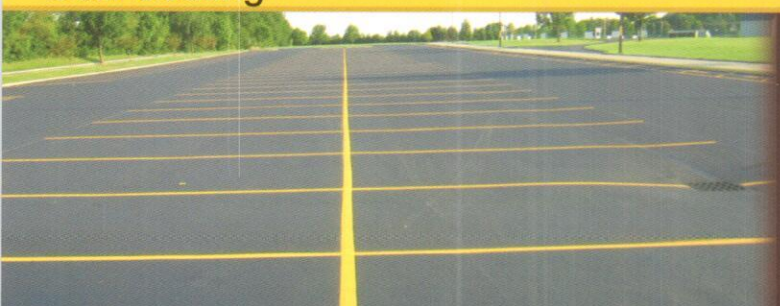
Concrete and Catch Basins



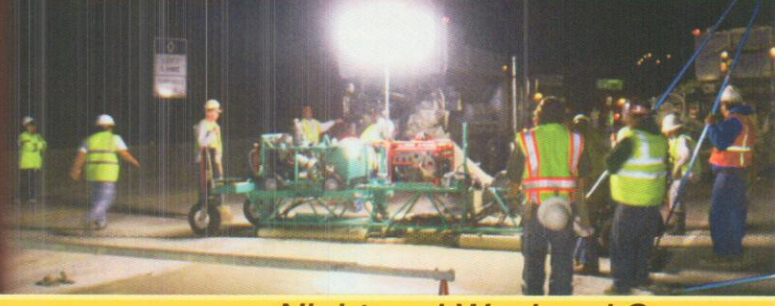
Seal Coating



Year Round Hot Repairs



Striping



Night and Weekend Crews



- ASPHALT PAVING
- ASPHALT SEALING
- PARKING LOT STRIPING
- PATCHWORK AND REPAIR
- HOT AND COLD CRACK SEALING
- CONCRETE AND CATCH BASINS



6900 AMERICANA PARKWAY • REYNOLDSBURG, OHIO 43068 • (614) 751-6900 • FAX (614) 751 6939
Email: armorpaving@yahoo.com

ARMOR PAVING & SEALING HAS BEEN IN THE ASPHALT PAVING AND SEALCOATING BUSINESS SINCE 1985. DURING THIS TIME WE HAVE ESTABLISHED THOUSANDS OF SATISFIED CUSTOMERS IN BOTH THE COMMERCIAL AND RESIDENTIAL MARKET.

CUSTOMER SERVICE HAS ALWAYS BEEN OUR PRIMARY CONCERN. IN STRIVING TO MEET THE NEEDS OF OUR CUSTOMERS WE HAVE EXPANDED OUR SERVICES TO COVER VIRTUALLY ALL ASPECTS OF PARKING LOT AND DRIVEWAY MAINTENANCE. ONE CALL TO ***ARMOR*** IS ALL YOU NEED TO MAKE!

THE QUALITY OF OUR WORK COMES NOT ONLY FROM THE EXCELLENT MATERIALS WE USE BUT FROM OUR EXPERTLY TRAINED PERSONNEL. OUR APPLICATION EQUIPMENT IS THE FINEST AVAILABLE.

PRICE IS OFTEN THE DETERMINING FACTOR WHEN SELECTING A COMPANY TO DO YOUR WORK. WE ARE CONFIDENT YOU WILL FIND ***ARMOR PAVING & SEALING*** OFFERS ***THE BEST VALUE*** FOR PROFESSIONAL SERVICE.

WE ALSO WARRANTY OUR MATERIALS AND WORKMANSHIP. WE WANT TO DO BUSINESS WITH YOU YEAR AFTER YEAR AND WILL MAKE EVERY EFFORT TO BE SURE YOU BECOME ONE OF OUR SATISFIED CUSTOMERS.

ARMOR PAVING & SEALING IS A MEMBER OF THE BETTER BUSINESS BUREAU, THE OHIO CHAMBER OF COMMERCE, THE COLUMBUS APARTMENT ASSOCIATION AND THE COLUMBUS PARKING ASSOCIATION.



- ASPHALT PAVING
- ASPHALT SEALING
- PARKING LOT STRIPING
- PATCHWORK AND REPAIR
- HOT AND COLD CRACK SEALING
- CONCRETE AND CATCH BASINS



6900 AMERICANA PARKWAY • REYNOLDSBURG, OHIO 43068 • (614) 751-6900 • FAX (614) 751-6939
 www.armorpavingandsealing.com

LISTED BELOW IS A SAMPLING OF OUR CUSTOMERS FROM THE 2014 SEASON

CHURCHES

CHARISMA LIFE MINISTRIES
 CHRIST LUTHERAN CHURCH
 CHURCH AT POLARIS
 CHURCH OF CHRIST
 DAYBREAK CHURCH
 E. COLUMBUS CHURCH OF CHRIST
 EPIPHANY LUTHERAN
 FIRST PENTACOSTAL CHURCH
 GATEWAY COMMUNITY CHURCH
 GRACE POINT COMMUNITY CHURCH
 HUNGARIAN REFORMED CHURCH
 KINGDOM HALL JEHOVAH WITNESS
 LIFE COMMUNITY CHURCH
 MILLERSPORT UNITED METH. CH.
 NEWARK SEVENTH DAY ADVENTIST
 NEW LIFE CHURCH
 OUTVILLE CHURCH
 REYNOLDSBURG UNITED METH. CH.
 ST. JOHNS LUTHERAN CHURCH
 ST. PHILLIP THE APOSTLE CHURCH

APARTMENTS/CONDOS

BAYBERRY TOWNHOMES
 BRANDY OAKS
 BRANFORD VILLAGE
 CAMBRIDGE PLACE APARTMENTS
 CONCOURSE/MEADOWLARK
 FOX & HOUNDS
 HAMPTON WOODS
 HARVEST GLEN APARTMENTS
 NORTHTOWNE APARTMENTS
 PINE CROSSING
 PLEASANT VALLEY COLONY
 SHADOW LAKES
 SPRINGCREEK APARTMENTS
 THE COVE APARTMENTS
 THE GARDENS AT POLARIS
 THE VILLAGE AT APPIAN WAY
 WELLINGTON WAY APARTMENTS
 WINDSONG CONDOS
 WRENS CROSS
 YORKSHIRE VILLAGE CONDOS

COUNTIES & TOWNSHIPS

CITY OF PATASKALA
 CITY OF REYNOLDSBURG
 CITY OF WHITEHALL
 FRANKLIN COUNTY CORRECTIONS
 FRANKLIN COUNTY PUBLIC FAC.
 OHIO TOWNSHIP ASSOCIATION

SERVICES

BATH SAVER
 BMI FEDERAL CREDIT UNION
 BUCKEYE DRY CLEANERS
 BUCKEYE POWER
 COLUMBUS PEST CONTROL
 COLUMBUS TEMP. CONTROL
 E M H & T
 FIRST COMMUNITY BANK
 GRAPHIC AWARDS
 KELLER FARMS
 KEMBA CREDIT UNION
 KITTLES
 LEADER PROMOS
 MACY'S
 MID STATE WOOL GROWERS
 OHIO ROOFING SOLUTIONS
 ORTON CERAMIC
 PNC BANKS
 PRECISE CONSTRUCTION
 RENIER CONSTRUCTION
 ROOFING ONE
 STATE FARM INSURANCE
 STELLAR TECHNOLOGY
 SWAN CLEANERS
 VANCE OUTDOOR SUPPLY
 WAIBEL ELECTRIC
 WBNS-TV

RESTAURANTS

APPLEBEE'S
 BOSTON MARKET
 CRACKER BARREL
 FIREHOUSE SUBS
 JOHNSON'S ICE CREAM
 KREMA NUT CO.
 LOGAN'S ROADHOUSE
 MCDONALD'S
 PANERA BREAD
 RED ROBIN RESTAURANT
 RESCH'S BAKERY
 ROOSTER'S
 WENDY'S

HOTELS/ENTERTAINMENT

DRURY INN & SUITES
 FAIRFIELD INN
 HOLIDAY INN EXPRESS
 MARRIOTT HOTELS
 STAYBRIDGE SUITES

HEALTH CARE/RETIREMENT

CARDINAL HEALTH
 CENTRAL OHIO SURGICAL INST.
 FIRST CHOICE PHYSICAL THER.
 FRIENDSHIP VILLAGE OF COLS.
 GENTLE DENTIST
 HEALTH FIRST CHIROPRACTIC
 LICKING MEMORIAL HOSPITAL
 MEMORIAL HOSP. OF UNION CTY.
 MT. CARMEL EAST
 MT. CARMEL /ST. ANN'S
 NEW ALBANY SURGICAL HOSP.
 NORTHEAST CHIROPRACTIC
 ORAL & MAXILLOFACIAL SURG.
 PATASKALA OAKS CARE CENTER
 REYNOLDSBURG CHIRO. CENTER
 SLAGLE KISER DENTAL

PROPERTY MANAGEMENT

ADVANCED REALTY
 ALTERRA REAL ESTATE ADVISORS
 BANNER PROPERTY MGMT.
 BELLE HARBOR LLC
 BOYLAN PROPERTY MGMT.
 BRAY CO.
 CAPITAL EQUITIES
 CENTRAL MANAGEMENT CO.
 CENTRAL PROPERTY DEVELOP.
 CLK MULTIFAMILY MANAGEMENT
 COMMERCIAL ONE
 COMMUNITY HOUSING NETWORK
 CONDO MANAGEMENT OF COLS.
 CONSTRUCTION RESOURCES ONE
 CONTINENTAL REALTY
 CORTLAND IMPROVEMENTS
 EDWARDS COMMUNITIES
 HOMESTEAD AMERICA
 IRG REALTY ADVISORS
 MARS SOLUTIONS LLC
 OAKWOOD MANAGEMENT
 OHIO REALTY ADVISORS
 REAL PROPERTY MGMT.
 RICKERT PROPERTY MGMT.
 ROGER C. PERRY & CO.
 SKILKEN PROPERTIES
 SPIGEL PROPERTIES
 THE GILBERT GROUP
 TOWNE PROPERTIES
 VAUGHN GROUP
 VIOX SERVICES INC.
 WALLACE ACKLEY COMPANY

DEALERSHIPS/AUTO SERVICES

BYERS IMPORTS
 COLUMBUS MOTOR SPEEDWAY
 DAN TOBIN GMC
 DAVE GILL CHEVROLET
 FARBER SPECIALITY VEHICLES
 FAS LUBE OIL CHANGE
 GERMAIN TOYOTA
 HONDA MARYSVILLE
 JEG'S HIGH PERFORMANCE
 NATIONAL CAR RENTAL
 NATIONAL TRAIL RACEWAY
 PERFORMANCE JEEP
 RELIABLE TRUCK PARTS
 REYNOLDSBURG MOTOR CAR
 RICART MEGA MALL
 STERLING COACH
 TOYOTA DIRECT
 WHEELSPORTS
 WHITESIDE AUTO

MANUFACTURING/DISTRIBUTORS

ADVANCED DRAINAGE SYSTEMS
 BAYER CORPORATION
 DYNALAB
 ENGLEFIELD OIL
 H.T. HACKNEY CO.
 INTERNATIONAL PAPER
 JOHNSTONE SUPPLY CO.
 MID STATE SALES
 PARKER HANNIFIN CO.
 PLASKOLITE
 R.G. BARRY CORPORATION
 SCREEN MACHINE INDUSTRIES
 TIGERPOLY
 TS TECH USA CORP.

SCHOOLS/INSTITUTIONS

AMERICAN LEGION
 CAMPUSPARC LP (OSU)
 CAPITAL UNIVERSITY
 DEVRY UNIVERSITY
 GODDARD SCHOOLS
 JEWISH COMMUNITY CENTER
 LICKING VALLEY SCHOOLS
 PICKERINGTON LOCAL SCHOOLS
 PICKERINGTON PUBLIC LIBRARY
 SALVATION ARMY

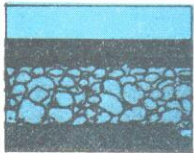
ARMOR SERVICES SEVERAL THOUSAND RESIDENTIAL DRIVEWAYS ANNUALLY.
 ARMOR PAVING & SEALING IS A MEMBER OF; THE BETTER BUSINESS BUREAU, THE OHIO CHAMBER OF COMMERCE,
 THE REYNOLDSBURG CHAMBER OF COMMERCE AND THE COLUMBUS APARTMENT ASSOCIATION.



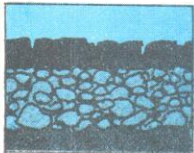
- ASPHALT PAVING
- ASPHALT SEALING
- PARKING LOT STRIPING
- PATCHING AND REPAIR
- HOT AND COLD CRACK SEALING
- CONCRETE AND CATCH BASINS
- FREE ESTIMATES

Why Asphalt Pavements Deteriorate

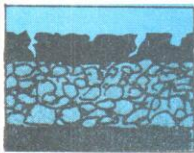
Properly designed and constructed asphalt pavements rarely wear out from the traffic. Surface deterioration is primarily caused by weathering, oxidation and the destructive softening effects of gasoline, oils, and de-icers.



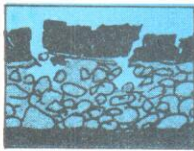
The Asphalt Institute confirms that air, sunlight and moisture are a major cause of surface deterioration. Unprotected surfaces oxidize and allow the aggregate in the asphalt mix to be washed away.



Unprotected pavements lose flexibility; aggregate ravel from the surface and the pavement becomes rough. The surface becomes brittle and cracks develop.



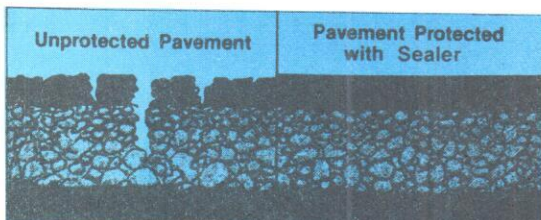
Water penetrates the cracks and damage progresses. Hydraulic pressure (expansion and contraction) enlarge the cracks. Damage occurs faster under heavy traffic and/or during freeze-thaw cycles.



Cracks allow water to penetrate to the sub-surface and rupture the pavement; causing small surface cracks to enlarge until the pavement actually separates.

The unprotected surface oxidizes (bleaches out) while gasoline and oil drippings soften the asphalt surface and cause localized pavement failure. These petroleum stained areas give the parking lot a dirty, uncared-for appearance.

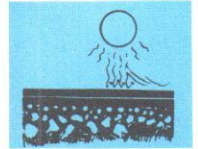
Asphalt Sealer is specifically formulated from a coal tar base to shield against the drying action of the sun, prevent water penetration, and resist damage caused by gasoline and oil. Sealer bonds firmly to the surface to provide an even-textured durable coating. Asphalt Sealer will extend the life of your asphalt pavement and restore that slate black new look at minimum cost.



Asphalt Sealer

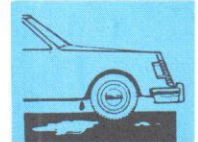
Prevents Oxidation

Asphalt Sealer shields against the drying action of the sun; its coal tar base prevents raveling, cracking and deterioration.



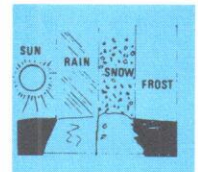
Resists Gas and Oils

Only coal tar sealers protect asphalt from the destructive softening effects of oils and solvents. Sealer resists gasoline, oils, acids, jet fuels and de-icers.



Weatherproofs

The Asphalt Institute states: ...“the accumulation of moisture in pavement structures is probably the greatest cause of pavement distress!” Sealer prevents water seepage into the porous asphalt structure, stopping weather damage.



Beautifies Pavements

Asphalt Sealer has a consistent slate black color to restore that clean, rich, new-look appearance to all asphalt surfaces.



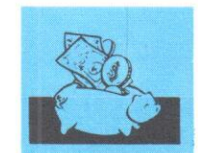
Low-maintenance

Sealer fills surface voids, leaving a smooth even-textured surface easy to clean and maintain.



Economical

Asphalt, a petroleum product, has tripled in cost. For pennies per square foot Sealer can protect your investment and prevent costly repairs.



FELONY CONVICTION NOTICE

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

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: Vince Walters
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

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

Signature of Authorized Company Official: [Signature]

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

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

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

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

YES or NO

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

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

(b) Affirmative steps must include:

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

Company Name WWS Surface Maintenance + Support, LLC. DBA Armor Paving + Sealing

Print name of authorized representative Vince Walters

Signature of authorized representative *Vince Walters*

Date 2/17/17



Scott Schwind
Surety Bond Specialist
FCCI Insurance Group
9025 River Rd., Ste 300
Indianapolis, IN 46240

Re: Armor Paving and Sealing
Reynoldsburg, Ohio

To Whom It May Concern:

It is my privilege to provide surety bonds for Armor Paving and Sealing. I have had a relationship with them for a number of years and regard them to be an excellent operator. In the past, I have written bonds up to \$500,000 and would consider high limits if requested. If Armor Paving and Sealing is awarded a job and requests that I provide the necessary performance and payment bonds, I will be prepared to execute the bonds subject to the acceptable review of the contract terms and conditions, bond forms, appropriate contract funding, and any other underwriting considerations at the time of the request.

FCCI Insurance Company is rated "A" (Excellent) by A.M Best with a financial size category of A-10. Additionally, we have a US Treasury Limit issued by the Federal Government in excess of \$50 million dollars.

Our consideration and issuance of bonds is a matter solely between Armor Paving & Sealing and ourselves, and we assume no liability to third parties or to you by the issuance of this letter. I trust that this information meets with your satisfaction. If you have any questions, please feel free to contact me directly.

Respectfully yours

A handwritten signature in black ink, appearing to read "SSC", with a horizontal line drawn through the middle of the letters.

Scott Schwind, MBA, CPCU, AFSB
Surety Bond Specialist
FCCI Group - Midwest Region (Columbus, OH)
Cell: (740) 562-3385
Email: sschwind@fcci-group.com