

VENDOR CONTRACT

Between CBS Roofing Services, A Division of CBS Mechanical, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Roofing - 2092415

General Information

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

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

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

Definitions

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

Tax exempt status

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

Assignments of contracts

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

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

Shipments

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

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

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

is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

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

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

Participation Fees

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

Indemnity

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

or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;

- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

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

TIPS Member Purchasing Procedures

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

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

Form of Contract

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

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

Licenses

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

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of

name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

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

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

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

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

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

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

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Force Majeure

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

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

Special Terms and Conditions

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

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

Check one of the following responses to the General Terms and Special Terms and Conditions:



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

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



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

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, NationalCoordinator	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	2092415	Floor/Room		Floor/Room
Title	Roofing	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	07/01/2015	Email	bids@tips-usa.com	Email
Close Date	8/14/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company CBS Roofing Services, A Division of CBS Mechanical, Inc.
 Address 5001 W. University Drive
 Denton, TX 76207
 Contact Steve Kress
 Department
 Building
 Floor/Room
 Telephone 1 (940) 387-7568
 Fax 1 (940) 387-3890
 Email
 Submitted 7/21/2015 2:50:30 PM CT
 Total \$0.00

Signature Steven P. Kress

Email skress@cbsmechanical.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	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	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Denton
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	10
15	Years Experience	Company years experience in this category?	26
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	TX
18	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.)	Trade-Roofing Installation

19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
20	Primary Contact Name	Primary Contact Name	Steve Kress
21	Primary Contact Title	Primary Contact Title	Vice President
22	Primary Contact Email	Primary Contact Email	skress@cbsmechanical.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9403877568
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9403873890
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
26	Secondary Contact Name	Secondary Contact Name	Renee Carter
27	Secondary Contact Title	Secondary Contact Title	Office Administrator
28	Secondary Contact Email	Secondary Contact Email	rcarter@cbsmechanical.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9403877568
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9403873890
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Renee Carter
33	2% Contact Email	2% Contact Email	rcarter@cbsmechanical.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9403877568
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Renee Carter
37	Purchase Order Contact Email	Purchase Order Contact Email	rcarter@cbsmechanical.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9403877568
39	Company Website	Company Website (Format - www.company.com)	www.cbsmechanical.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-1472277
41	Primary Address	Primary Address	5001 W. University Drive
42	Primary Address City	Primary Address City	Denton
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
44	Primary Address Zip	Primary Address Zip	76207
45	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.)	Bur, EPDM, PVC, TPO, Berridge, CertainTeed, Flex, GAF, Hyload, Johns Manville, Petersen Aluminum, Cool Roof, Green Roof, Standing Seam Metal, Roofing/Sheetmetal

46 Yes - No

Do you wish to be eligible to participate in a TIPS contract No
in which a TIPS member utilizes federal funds on contracts
exceeding \$100,000? (Non-Construction) (If YES, vendor
should download the Federal Funds Over \$100,000
Certification document from the Attachments section, fill
out the form and submit the document in the "Response
Attachments" FEDERAL FUNDS section.) (Vendor must
also download the Suspension or Debarment Certificate
document from the Attachments section, fill out the form
and submit the document in the "Response Attachments"
SUSPENSION OR DEBARMENT section.)

47 Prices are guaranteed for?

(__Month(s), __ Year(s), or Term of Contract) (Standard Term of Contract
term is "Term of Contract")

Line Items

Response Total: \$0.00

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

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

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

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

NO Initial of Authorized Company Official

YES Initial of Authorized Company Official

Company Official:




Company:


**CBS Roofing Services, A Division of
CBS Mechanical, Inc.**

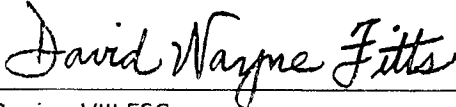
CONTRACT Signature Form

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

Company Name: CBS Roofing Services, A Division of CBS Mechanical, Inc.
Mailing Address: 5001 W. University Drive
City: Denton
State: Texas
Zip: 76207
Telephone Number: (940) 387-7568
Fax Number: (940) 387-3890
Email Address: skress@cbsmechanical.com AND rcarter@cbsmechanical.com
Authorized Signature: 
Printed Name: Steve Kress
Position: Vice President

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


TIPS Authorized Signature _____ Date 9-24-15


Approved by Region VIII ESC _____ Date 9-24-15

References

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

Organization	City	State	Contact Name	Contact Phone
University of North Texas	Denton	Texas	Sharon Kirkpatrick	940-465-7511
Denton County	Denton	Texas	Dale Nelson	940-349-2970
City of Denton	Denton	Texas	David Saltsman	940-349-7247

ROOFING CONTRACTOR MATERIALS AND WORKMANSHIP WARRANTY

1. Contractor: _____
2. Roof Owner: _____
3. Type and Name of Building: _____
Building location: _____
Area of Roof: _____

4. Roofing Materials
Manufacturer: _____
(Name and Address) _____

5. Warranty begins: _____ and expires: _____
(Date) (Date)

6. **Warranty:** Contractor warrants to Owner that it applied the roofing materials to the above-described roof in accordance with (a) the written specifications of Roofing Materials Manufacturer and (b) good roofing industry practices, in effect on _____, the date application commenced. Subject to the following terms, conditions and limitations, Contractor will, during the term of this Warranty, at its expense, repair or cause to be repaired leaks in said roof which are the result of defects in the roofing materials or Contractor's workmanship. Upon expiration of the term of this Warranty, without notice from Owner of some defect, Contractor shall have no further obligation to make repairs at Contractor's expense under any provision of this Warranty and Owner shall not make any further demand or claim against Contractor concerning Contractor's workmanship, or the roofing materials installed, provided that Contractor promptly commences and diligently proceeds with the correction and repair of all such defects covered by this Warranty which are called to Contractor's attention during the term of this Warranty by Owner.

7. **Terms, Conditions and Limitations.** This warranty does not cover any leaks in the roof caused by: the acts or omissions of other trades or contractors; lightning, wind of peak gust speeds of 55 m.p.h. or higher measured at 10 meters above ground, hail storm, flood, earthquake or other unusual phenomena of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which the roof system is applied; faulty condition of parapet walls, cones, chimneys, skylights, vents, supports or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond the control of Contractor which cause ponding or standing of water; termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come in contact with the roofing system and cause a leak or otherwise damage the roof system. If the roof fails to maintain a water-tight condition because of damage by reason of any of the foregoing, this warranty shall immediately become null and void for the balance of its term unless such damage is repaired by Contractor at the expense of Owner.

8. **Notification by Owner.** During the term of this warranty, if the roof leaks, Owner must immediately notify Contractor by telephone of such leaks, and promptly confirm such telephone notice by written notice to Contractor.

9. **Events Which May Void Warranty.** This warranty shall become null and void:

(a) Unless Contractor receives notice from Owner in accordance with paragraph 8 above of any leaks and is provided an opportunity to inspect, and if required by the terms of this warranty, to repair the roof;

(b) If work is done on such roof, including but without limitation, work in connection with flues, vent drains, sign braces, railings, platforms or other equipment fastened to or set on the roof or if repairs or alterations are made to said roof, without first notifying Contractor in writing and giving Contractor the opportunity to make the necessary roofing application recommendations with respect thereto, which recommendations are complied with; Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on the subject roof;

(c) Any area of the roof is used as a promenade, walkway, work area or is sprayed or flooded, unless such use was originally specified with a defined area and the specification is noted in paragraph 11 below.

10. **Transferability.** This warranty shall accrue only to the benefit of the original owner named above. It is not transferable to any other person, except with the prior written consent of Contractor.

11. **No Other Warranties.** No other express warranty is given by Contractor to Owner. The repair of the subject roof is the exclusive remedy. ALL IMPLIED WARRANTIES, AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

This warranty is separate and apart from any warranty which may be issued to Owner by the Roofing Materials Manufacturer. CONTRACTOR EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY TO OWNER IN CONNECTION WITH OR ATTRIBUTABLE TO ANY SUCH ROOFING MATERIALS MANUFACTURER'S WARRANTY.

12. **Incidental or Consequential Damages.** UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW.

13. **Payment to Contractor.** This warranty shall not be or become effective unless and until Contractor has been paid in full for said roof in accordance with the agreement pursuant to which said roof was applied.

14. Additional conditions or exclusions _____

This warranty has been duly executed this _____ day of _____, 19 _____.

By: _____
Contractor

By: _____
Owner



BROWN & TUCKER

Bonds and Insurance

July 21, 2015

The Interlocal Purchasing System
4845 US Hwy 271 North
Pittsburg, TX 75686

Re: CBS Roofing Services

To whom it may concern,

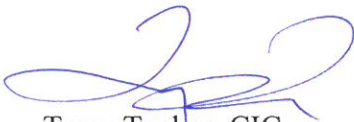
CBS Roofing Services has been a valued client of our agency for several years. Hartford Fire Insurance Company has been the surety for CBS Roofing Services since 1992.

CBS Roofing Services is in good standing with the Hartford. Their current bonding capacity is \$10 million on single projects with a \$30 million aggregate. We would anticipate no issues in providing the required bonds on the above captioned project, should they be required of our client. Our consideration to provide bonds is, of course, predicated on our review of the contract, bond forms, complete and final financing for the project along with other underwriting requirements.

You understand, of course, that any arrangement for the final bonds is a matter between the contractor and ourselves and we assume no liability to third parties or to you, if due to any unforeseen circumstances, we do not execute such bonds.

Thank you for considering this outstanding contractor. If you have specific questions, or if we can be of any further service, please let us know.

Sincerely,



Tracy Tucker, CIC
Brown & Tucker

/re

Company Information

a.) Official registered name:

- The official registered name of the company is ***CBS Roofing Services, A Division of CBS Mechanical, Inc.***

b.) Brief company history:

- CBS Mechanical, Inc. is a diversified mechanical and roofing company based in Denton, Texas. The company has been in continuous operation for over 75 years. CBS Mechanical, Inc. was incorporated in 1975 and is one of Denton's leading private employers.

CBS Mechanical, Inc. provides a full range of mechanical and commercial roofing services with a strong focus on specialization in the institutional and retail sector. The company works closely with school districts and universities to meet growing needs, providing pricing and design criteria as needed.

The management team of CBS Mechanical, Inc. is comprised of individuals specializing in specific areas of construction, all working together with your time and money in mind. Continuous efforts to improve through innovation, coupled with the benefit of years of experience, lead to continuing upgrades in both technical and operative skills throughout the organization.

c.) CBS Mechanical, Inc. and CBS Roofing Services Organizational Chart:

- See attachment

d.) Current company contact information

- CBS Roofing Services
5001 W. University Drive
Denton, TX 76207
940-387-7568 (office)
940-387-3890 (fax)

e.) Dun & Bradstreet (D&B) number and tax identification number.

- D&B number: 05-636-6396
- Tax ID # 75-1472277

f.)Quality Assistance/Quality Control (QA/QC) Program

- See documentation of plan at the end of the Company Profile.
Labeled Quality Assistance/Quality Control Program 10.4.

CBS ROOFING SERVICES, A DIVISION OF CBS MECHANICAL, INC.
Company Organizational Chart (Mechanical and Roofing)

Dan Kress
President
CBS Mechanical, Inc.

- **Steve Kress, Vice President**
 - Rick Ames, Senior Project Manager
 - Mechanical Crews
 - Chip Laborde, Project Manager
 - Don Guess, Safety Manager
- **Shannon Smith, Controller/Office Manager**
 - Trina Mizell, Accounts Payable/Payroll
 - Emily Nindorf, Accounts Receivable

Steve Kress
Vice-President
CBS Roofing
Services

- **Jacob Choate or Steve Kress, Project Managers**
 - Abel Arrianga, Job Superintendent
 - Roofing Crews
 - Pedro Bernadino, Sheetmetal Crew Leader
 - Sheetmetal Crews
- **Jacob Choate, Estimator**
 - David Chandler, Lead Service Technician
 - Service Crews
 - Renee Carter, Office Administrator

CBS MECHANICAL, INC. QUALITY ASSURANCE PROGRAM

Project Name: _____

Prepared By: _____

Date: _____

A Project Scope

CBS Mechanical's scope is deliver quality HVAC, plumbing and finished roofs installed to operate as specified, meet customer needs, meet warranty guidelines and pass all required inspections.

Responsibility of project manager and project foreman

B Deliverable Description

CBS Mechanical will work with the General Contractor or building owners to meet reasonable project milestones and benchmarks.

Responsibility of project manager and project foreman

C Acceptance Criteria

All materials ordered by the project manager will be checked for compliance with project specifications and plans prior to ordering. The project foreman will inspect materials and equipment when delivered to the jobsite for damage and compliance with project specifications and plans.

Responsibility of project manager and project foreman

D Quality Assurance Activities

CBS Mechanical will schedule City or State inspections on continuing or completed work as required by local and State ordinances. CBS Mechanical will conduct in-house testing prior to scheduling state or city inspections to ensure successful completion of 3rd party inspections. Records of these tests will be recorded on the Daily Report.

Successful completion will be communicated to the general contractor/building owner when inspections are complete. Records will be given to the general contractor/building owner if requested. Files will be kept in the jobsite trailer or CBS Mechanical main office.

Responsibility of project manager and project foreman

E Project Monitoring and Control

Failure of any inspections will be rectified by the project foreman with notification to the project manager. A review will be completed to identify reasons of the failure and to prevent future occurrence.

The project manager and project foreman will complete any required paperwork by the general contractor/building owner to comply with their quality control methods.

Responsibility of project manager and project foreman.

F Project Team Quality Responsibilities

Project Manager – Oversee the whole jobsite process and make changes when necessary.

*Project Foreman – Ensure all documentation related to inspections, **work with general contractor to meet project milestones and benchmarks, implement changes directed by project manager.***

Safety Director – Inspect jobsite periodically to prevent accidents and injuries, investigate accidents.

Responsibility of project manager, project foreman and **safety** director