

VENDOR CONTRACT

Between _____ 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

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

Shipments

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

Invoices

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

Payments

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

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that

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

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

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

Participation Fees

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

Indemnity

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

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

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

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

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

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

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

TIPS Member Purchasing Procedures

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

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

Form of Contract

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

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

Licenses

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

Novation

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

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

Site Requirements (when applicable to service or job)

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

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

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

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

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

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

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Force Majeure

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

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

Special Terms and Conditions

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

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

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

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

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

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 Mid-Western Commercial Roofers
 Address 7430 Hitt Road
 Mobile, AL 36695

Contact
 Department
 Building
 Floor/Room

Telephone 1 (251) 6337004
 Fax 1 (251) 6337555
 Email

Submitted 8/14/2015 1:47:09 PM CT
 Total \$0.00

Signature Marcus W Dobert

Email marcusmwcr@gmail.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?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Mobile
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Alabama
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?	No
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?	30
15	Years Experience	Company years experience in this category?	42
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)	AR, AL, LA, TX, OK, MS, TN, GA, FL, KY, NC, SC

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.)	Mid-Western Commercial Roofers, Inc. is a full service roofing company established in 1973 to service the commercial and industrial roofing market throughout the southern and mid-west states.
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	Marcus Dobert
21	Primary Contact Title	Primary Contact Title	VP of Operations
22	Primary Contact Email	Primary Contact Email	marcusmwcr@gmail.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2516337004
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2516337555
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2517093243
26	Secondary Contact Name	Secondary Contact Name	Daniel Smith
27	Secondary Contact Title	Secondary Contact Title	VP of External Operations
28	Secondary Contact Email	Secondary Contact Email	daniel.w.smith@gmail.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2516337004
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2516337555
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Janet Smith
33	2% Contact Email	2% Contact Email	Jssmith@bellsouth.net
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2516337004
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	Marcus Dobert
37	Purchase Order Contact Email	Purchase Order Contact Email	marcusmwcr@gmail.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2516337004
39	Company Website	Company Website (Format - www.company.com)	
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	
41	Primary Address	Primary Address	7430 Hitt Road
42	Primary Address City	Primary Address City	Mobile
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	Alabama
44	Primary Address Zip	Primary Address Zip	36695

- 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.) Roofing, PVC, TPO, Single-Ply, Duro-Last, Carlisle, Fire Stone, Versico, Insulation,
- 46 Yes - No Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.) Yes
- 47 Prices are guaranteed for? (___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract") 36 Months

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: _____



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: Mid-Western Commercial Roofers, Inc.

Mailing Address: 7430 Hitt Road

City: Mobile


State: AL

Zip: 36695

Telephone Number: (251) 633-7004

Fax Number: (251) 633-7555

Email Address: marcusmwcr@gmail.com

Authorized Signature: 

Printed Name: Marcus W Dobert

Position: VP of Operations

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

Blende McMatt 9-24-15
 TIPS Authorized Signature Date

David Wayne Fitts 9-24-15
 Approved by Region VIII ESC Date



MID-WESTERN COMMERCIAL ROOFERS, INC.
SERVING YOUR ROOFING NEEDS SINCE 1973

References

Jeff Hedden
Maintenance Director
Evergreen Packaging
Pine Bluff, AR
(870) 541-5777

Thomas Wasson
Vice President of Operations
Hinds Community College
Raymond, MS
(601) 857-3367

Tim Scholl
Director of Distribution Centers
O'Reilly Auto Parts
(713) 213-0056

Glenn Davis
Architect
The BDA Design Group
210 North State Line Avenue
Suite 201
Texarkana, AR 71854
(870) 773-1193

Roy St. Claire
Architect
Wittenberg, Delong & Davidson, Inc.
Little Rock, AR
(501) 681-0418

7430 Hitt Road
Mobile, AL 251-633-7004

204 Reserve Drive
Clinton, MS 601-260-0129

2235 Irvin Cobb Drive
Paducah, KY 270-443-6295

1901 West 40th #426
Pine Bluff, AR 71611



National Roofing Contractors Association



Knowledge for Creating & Sustaining the Built Environment
CSINet - Home of The Construction Specifications Institute

**DURO-
LAST®**
Roofing, Inc.
525 Morley Drive
Saginaw, MI 48601

15 YEAR NDL WARRANTY

Warranty No: _____

Duro-Last, Inc., ("Duro-Last") grants this No Dollar Limit ("NDL") warranty to the owner ("Owner") of a building containing a Duro-Last Roofing System ("D-L System") installed by an Authorized Dealer/Contractor ("Contractor"), subject to the conditions and limitations contained herein.

Duro-Last's obligation during the 1st through the 15th years shall be to repair any leak in the D-L System caused by any defect in a component of the D-L System or by the workmanship of the Contractor, but only as said workmanship pertains to the installation of the D-L System itself and not as it pertains to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's option, either the repair or replacement of part or all of the D-L System, and also includes the furnishing of/or cost of labor (at the Contractor list price in effect at the time of the repair) to repair the D-L System provided the following conditions are met:

- a) Duro-Last and its Contractor have been paid in full for the D-L System;
- b) The Owner has notified Duro-Last by certified mail, return receipt request, within 30 days of the discovery any leak or other alleged D-L System failure;
- c) The Owner allows Duro-Last's employees or agents or its Contractor access to the D-L System including, if necessary, the removal and replacement by Owner at Owner's expense of any and all rooftop overburden;
- d) Duro-Last authorizes the repair, and,
- e) At Duro-Last's option, either Duro-Last's own employees or agents or a Contractor makes the repair.

LIMITATIONS

- 1) This limited warranty does not apply to a D-L System installed on a single-family residence.
- 2) Duro-Last is not liable for any D-L System failure nor for subsequent damages arising from causes outside Duro-Last's control including, but not limited to:
 - a) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake or acts of God; or
 - b) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
 - c) Damage caused by any unauthorized modification to the D-L System including, but not limited to, damage caused by unauthorized components used in installation or repair, or by additional equipment or structures added to or made a part of the roof, or by traffic, or by chemicals not normally found in nature or the like; or
 - d) Damage caused by defects in the building design; or
 - e) Interior condensation and/or moisture entering the D-L System through walls, copings, structural defects, HVAC Systems, or any part of the building structure, including from adjacent buildings.
- 3) Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- 4) Duro-Last does not warrant against color change and/or pattern change and/or print change in the D-L System.
- 5) This limited warranty passes to future Owners of the building for the full fifteen (15) years hereof.
- 6) This limited warranty becomes effective only upon signature by both an authorized Duro-Last representative and the original Owner.
- 7) This limited warranty is governed in all respects by the laws of the State of Michigan, regardless of the state of purchase or installation.
- 8) Duro-Last does not waive any rights under this limited warranty by refraining from exercising its rights in full in one or more instances.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES PROVIDED BY DURO-LAST FOR ALLEGED FAILURE OF THE D-L SYSTEM. OR FOR CONTRACTOR WORKMANSHIP. THIS LIMITED WARRANTY ALSO COVERS CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED) THAT EXTEND BEYOND THE FACE OF THIS LIMITED WARRANTY; DURO-LAST EXPRESSLY DISCLAIMS ANY SUCH FURTHER WARRANTIES.

If DURO-LAST's Authorized Dealer/Contractor made any statements about DURO-LAST's merchandise and services, those statements are not warranties, cannot be relied upon by Owner, and are not part of the contract for sale or installation.

DURO-LAST, ®INC.

Date

Signature of Authorized Duro-Last Representative

Customer's Signature

Address of Building

Name of Building

City, State & Zip of Building

Bldg. Designation: _____ Sq. Foot: _____

Installed By

Serial Number: _____

DL—15 COM 3/08



Re: Contractor Prequalification
Contractor: Mid-Western Commercial Roofers, Inc.

To Whom It May Concern:

McGriff, Seibels and Williams, Inc. has had the privilege of providing bonds for Mid-Western Commercial Roofers, Inc. for several years and during our relationship, we have had the opportunity to observe outstanding performance. We consider Mid-Western Commercial Roofers, Inc. among our most valued surety clients. In our opinion the company is capably staffed and adequately financed to handle projects in the many millions of dollars. They are currently bonded through Great American Insurance Company and qualify for individual projects in excess of \$4,000,000.00 with an aggregated bonding capacity of \$10,000,000.00. However, these numbers should not be construed as maximum amounts that the surety will consider.

Great American Insurance Company is authorized and licensed to do business in all 50 states with an A.M. Best Rating of A (Excellent) and Financial Size Category of XIV. Great American Insurance Company has a Federal Treasury Listing of \$146,964,000.

It is our understanding that Mid-Western Commercial Roofers, Inc. will be submitting a proposal in the near future. Should they be successful in this process, and subject to mutually acceptable contract details and appropriate underwriting terms at the time of award, we anticipate no problem in being able to provide performance and payment bonds for Mid-Western Commercial Roofers, Inc. in the full amount of the contract value.

We are pleased to highly recommend Mid-Western Commercial Roofers, Inc. to you. Please feel free to contact us should additional information be required.

Sincerely,

W. Milton Smith, VP
Surety Practice Group
McGriff, Seibels & Williams, Inc.



525 Morley Drive
Saginaw, Michigan 48601
(989) 753-6486
(800) 248-0280
FAX (989) 753-4472
FAX (800) 432-9331
www.duro-last.com

November 2, 2011

To Whom It May Concern:

I am pleased to inform you that Mid-Western Commercial Roofers, Inc. of Paducah, Kentucky, has been an authorized dealer/contractor with Duro-Last Roofing, Inc. since 1999. Mid-Western Commercial Roofers, Inc. is an experienced Duro-Last contractor, and in this period of time they have been doing business with Duro-Last, they have received our highest honors for quality of installation of our roof systems.

Through inspections performed by Duro-Last's Quality Assurance Department, Mid-Western Commercial Roofers, Inc. has earned excellent ratings on their Duro-Last projects. In fact, Mid-Western Commercial Roofers, Inc. is a leader in Duro-Last's network of highly experienced contractors, having achieved the status of Master Roofer. In addition, they are a member of our Elite Contractor Program, instituted in 2001. This program is meant to provide services to a special group of our contractors that have consistently performed exceptionally in both sales and quality.

Mid-Western Commercial Roofers, Inc. was honored as Duro-Last's Contractor of the Year in 2005. They are a current member of the Duro-Last 10-Year Club and have received a series of Duro-Last Sales Awards based upon sales volume every year since 1999.

We are proud to have Mid-Western Commercial Roofers, Inc. as a member of the Duro-Last dealer/contractor network. They are exceptional in the roofing industry, and we are fortunate to be able to serve their needs.

If you should have any questions, please feel free to contact me at our Michigan office.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Ruth", is written over a large, faint, circular watermark that says "BEST ROOFER".

Steve Ruth
Vice President of Sales

SR/clS

cc: Mid-Western Commercial Roofers, Inc.
PO Box 2384
Paducah, KY 42002-2384
(251) 633-7004
(251) 633-7555 (Fax)

Other Locations: Grants Pass, Oregon – Jackson, Mississippi – Sigourney, Iowa



Serving your needs as a full service roofer since 1973



MID-WESTERN
COMMERCIAL ROOFERS, INC.

OUR COMPANY

Mid-Western Commercial Roofers, Inc. has earned a reputation for roofing expertise, stellar customer service and attention to detail. In addition to having a strong and successful roofing track record, **Mid-Western Commercial Roofers, Inc.** is known for installation efficiency and high quality workmanship. When you need the world's best roofer look no further than **Mid-Western Commercial Roofers, Inc.**

Mid-Western Commercial Roofers, Inc. is a full service roofing company established in 1973 to service the commercial and industrial roofing market throughout the mid-western and southern United States. **Mid-Western Commercial Roofers, Inc.** has service locations in Mobile, Alabama; Pine Bluff, Arkansas; Clinton, Mississippi and Paducah, Kentucky.

As qualified applicators for the leading manufacturers within each category of roofing systems, we specialize in providing solutions to all commercial and industrial roofing problems.

Mid-Western Commercial Roofers, Inc. employs fully trained, safety oriented, experienced workmen who are certified to install various Membrane Systems, Modified Bitumin Systems, and conventional BUR Systems. We also have a Metal Roof and Metal Roof Restoration Division to serve all roofing needs.

- **The Best Warranty Programs Available in Today's Market**
- **Individualized, Custom Designed Full Roof Maintenance Contracts**
- **Specialized Problem Solving Capabilities Often Associated with Large Commercial and Industrial Roofing Systems**
- **24-Hour Answered Telephone Line for Emergency Service**

Serving your needs as a full service roofer since 1973

OUR PROJECT GALLERY



OUR AWARDS



Mid-Western Commercial Roofers, Inc. Wins 6th Golden Eagle Award

Duro-Last Roofing, Inc. honored Mid-Western Commercial Roofers, Inc. of Mobile, Alabama with its sixth Golden Eagle award during the 2014 annual Duro-Last National Sales Seminar held in Orlando, Florida.

“Winning the Golden Eagle Award is the ultimate Duro-Last honor,” said George Bock at the awards ceremony, which was attended by more than 875 Duro-Last officials and contractors from all parts of the United States and Canada.

Mid-Western had been an authorized Duro-Last contractor since 1999. They took home the coveted Golden Eagle Award (for Duro-Last sales over \$3 million) six times, and are a six-time winner of the John R. Burt Awards. Additionally, Mid-Western was also recognized with the Presidents Club Award in 2000 and the Century Club Award in 2001. Their high-quality workmanship earned Mid-Western the title of Duro-Last Master Contractor in 2000 and 2001, and a Duro-Last Elite Contractor since 2002.

Their stellar record is a reflection of top-notch teamwork, knowledge of the business, inspired leadership, dedication to quality, and hard work. But the key ingredient is attitude, a dedication to doing things right and serving the customer first.



OUR PRODUCTS

DURO-LAST

Duro-Last is perfect for flat or low-slop roofs on:

- Industrial Buildings
- Retail Outlets
- Bowling Centers
- Furniture Stores
- Warehouse
- Churches
- Funeral Homes
- Lodges/Banquet Halls
- Restaurants/Diners
- Rental Properties
- Dry Cleaners
- Salons/Barber Shops
- Convenience Stores
- Health Clubs
- Hardware Stores
- Taverns/Bars
- Medical Clinics
- Office Buildings
- Schools



Duro-Last is leak-proof, energy-efficient, chemical and fire resistant, resistant to high winds, and virtually maintenance-free. Duro-Last offers peace-of-mind. It's a custom fabricated roof (little waste). Can be installed year-round. There's no disruption to a buildings daily. Free written 15-year warranty.

VERSICO

Versico has a wide range of single-ply roofing systems to meet almost any building design, from our EPDM line of VersiGard Roofing Systems, to our state-of-the-art, thermoplastic line of heat weldable VersiWeld Roofing Systems. And, with a full compliment of accessory products and warranties.



FIRESTONE BUILDING PRODUCTS

With a wide product offering that includes single-ply, metal and asphalt-based system solutions, Firestone is your provider of innovative product with outstanding warranty coverage.



EPDM Roofing Systems

With outstanding performance capabilities and warranty coverage, Firestone's line of EPDM Systems, including RubberGard EPDM, Platinum EPDM and RubberGard R.M.A., has been the proven choice for nearly 30 years.

TPO Roofing Systems

Firestone TPO Systems, including UltraPly TPO, Platinum TPO, ReflexEON TPO and UltraPly TPO XR, provide eco-friendly roofing system options and unsurpassed warranty coverage.

Metal Roofing Systems

Design enhancement, energy efficiency and ease of use are just some of the features Firestone Metal Systems provide.

Asphalt Roofing Systems

Firestone APP, SBS and BUR Asphalt Systems provide a variety of roofing solutions to meet any unique design and installation.

CARLISLE

Carlisle Construction Materials (CCM) manufactures a complete range of single-ply roofing and waterproofing systems focused on optimizing the performance of the building envelope. A leading innovator in the commercial and industrial roofing and waterproofing industry, CCM's expertise includes EPDM (rubber), TPO (thermoplastic) and modified bitumen-based membranes as well as high thermal polyisocyanurate and expanded polystyrene insulation products that contribute to the reduction of energy use in the "built environment."



JOHNS MANVILLE

Johns Manville, a Berkshire Hathaway company, is a leading manufacturer and marketer of premium-quality building insulation, commercial roofing, roof insulation, and specialty products for commercial, industrial and residential applications. JM's product offerings include: Formaldehyde-free™ fiber glass building insulation, commercial roofing membranes and roof insulations, filtration media, and mats and reinforcements.



SIKA

As a leading worldwide materials manufacturer for the construction industry, Sika has a strong focus on roofing and produces a wide range of different products and systems to meet our customers' requirements and conform to the latest-standards. This part contains our basic range of high performance solutions in this field, developed from more than 50 year experience in roofing and incorporating the latest technologies. We are locally presented in more than 80 countries, which allows us to bring clients not only proven roofing products but as well additional services such as wind load calculations, application trainings, guaranties, CAD details and technical consultations, etc.



OUR CLIENTS

Con-Agra Foods
Dutch Quality Foods
Tyson Foods
Sysco Systems
International Paper Company
Boise Cascade
Scott Paper Company
St. Regis Paper Company
Weyerhaeuser Company
Compass Bank
Champion Paper Company

Schering-Plough
Reynolds Metals Company
Alcoa Aluminum Company
Siemens Energy & Automation
Chrysler Corporation
Ford Motor Company
Meuller Copper Tube Products
Jackson Public School System
Pine Bluff Public School System
Little Rock Public School System

Lamar Public School System
Clay County Hospital
State of Arkansas
State of Mississippi
State of Missouri
State of Alabama
State of Florida
United States Coast Guard
O'Reilly Auto Parts
Hinds Community College

Client Testimonials

“Getting word that a section of roofing has collapsed into one of your classrooms is something that your Physical Plant staff does not need or want to hear. Mid-Western Commercial Roofers, Inc. came to the rescue for us when we got that call. They removed 7,000 square feet of bad roof decking, replacing it with new roof decking, and then covered it with the Duro-Last roofing system within four (4) days. We were totally shocked, because we were looking at a week just to get the roof mobilized and then started on the project.”

“We were very impressed with the quality work and professionalism of Mid-Western Commercial Roofers. They not only installed a durable, leak-proof roofing system, they also established an excellent working relationship with our school. I know that I can trust George Bock’s crew and the Duro-Last roofing system to protect our buildings and our valuable assets, the students.”

*Tom Watson
Associate Vice President for Operations
Hinds Community College
Raymond, Mississippi*

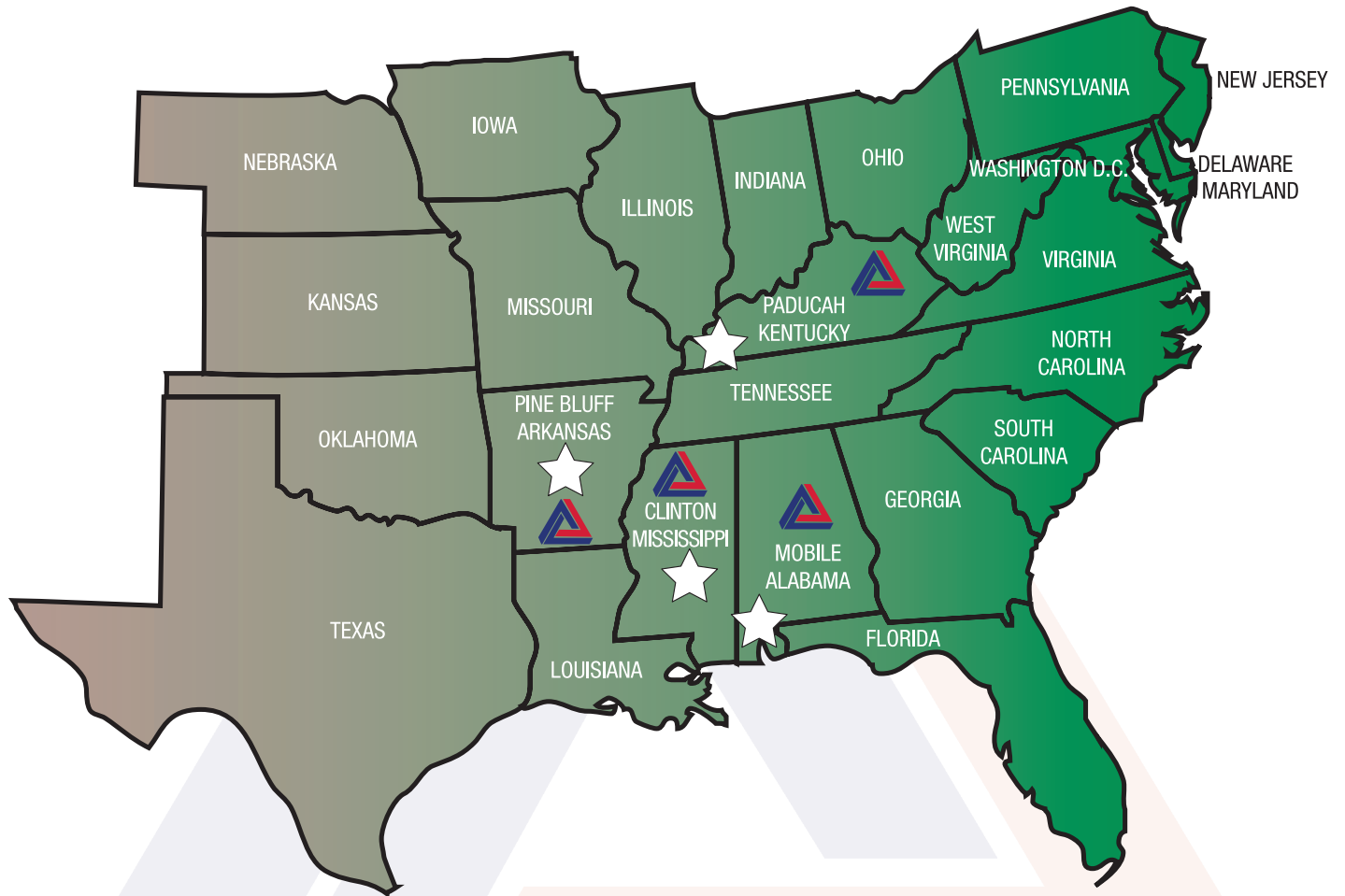
“Kansas City Life Insurance Company contracted with Mid-Western Commercial Roofers, Inc. in 2002 and 2003 to install new Duro-Last Roofing Systems on buildings in Little Rock, AR and Oklahoma City, OK...MWCR performed both jobs in a very professional manner, within budget and within the period of time as contractually provided for...Mr. Bock and his associates always conducted themselves in a very professional manner...Kansas City Life highly recommends you considering MWCR as a preferred vendor for your roofing needs, specifically for the installation of a Duro-Last Roofing System.”

*Perry H. Trout, CCIM
Kansas City Life Insurance Company*

“Mid-Western Commercial Roofers, Inc. meets all requirements on health and safety performance and has demonstrated management leadership and systems resulting in excellent safety and health performance...As a Project Manager, I can endorse them on their Safety Performance and consider them a partner in our goal of an accident-free workplace and 100% regulatory compliance...Over the years Mid-Western has earned our trust by being able to complete jobs properly, on schedule, and within budget.”

*Jeff Hedden
Project Manager
International Paper Company
Pine Bluff, Arkansas*

OUR OFFICE LOCATIONS



7430 Hitt Road
Mobile, AL 36695
(251) 633-7004
Fax (251) 633-7555

204 Reserve Drive
P.O. Box 581
Clinton, MS 39060
(601) 260-0129
Fax (601) 925-1773

2235 Irvin Cobb Drive
P.O. Box 2384
Paducah, KY 42002
(270) 443-6295
Fax (270) 442-5302



MID-WESTERN
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www.midwesternroofers.com

24-Hour Emergency Service Call (251) 633-7004

