

## VENDOR CONTRACT

Between Quality Roofing Contractors 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 1<sup>st</sup> 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 Quality Roofing Contractors  
 Address PO Box 610  
 Senath, MO 63876

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (573) 7173657  
 Fax 1 (573) 7382250  
 Email  
 Submitted 8/11/2015 4:50:07 PM CT  
 Total \$0.00

Signature Jeremy Jackson

Email jjackson@qrcsemo.com

## Supplier Notes

Please let me know if you have any questions, comments, or concerns at all.

Thanks,  
Jeremy

## 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?	Senath
5	Company Residence (State)	Vendor's principal place of business is in the state of?	MO
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?	No
14	Start Time	Average start time after receipt of customer order is ____ working days?	90
15	Years Experience	Company years experience in this category?	39
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, AL, AR, KY, MO, MS, TN, OK

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.)	For over 35 years, Quality Roofing Contractors has led the pack with an exemplary safety record, first-rate craftsmanship and efficient time management to ensure that your business is up and running while we do our job, no matter how complex your roof.  With millions of square feet covered, we have established long-term, trusting relationships with our clients across the country – everyone from health and medical industries, to food processing plants and commercial retailers of all sizes.  As an industry leader in Modified Bitumen Systems, Built-Up and Single Ply Roofing Systems, Lightweight Concrete, Sheet Metal fabrication and Service Maintenance, we strive each day to exceed even our own high standards. When you work with us, quality is just the beginning
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	Jeremy Jackson
21	Primary Contact Title	Primary Contact Title	Sales Manager
22	Primary Contact Email	Primary Contact Email	jjackson@qrcsemo.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5737173657
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	5737382250
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	5737173657
26	Secondary Contact Name	Secondary Contact Name	Bryan Hodge
27	Secondary Contact Title	Secondary Contact Title	Project Manager
28	Secondary Contact Email	Secondary Contact Email	bhadge@qrcsemo.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5737382683
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	5737382250
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Jeremy Jackson
33	2% Contact Email	2% Contact Email	jjackson@qrcsemo.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5737173657
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	Jeremy Jackson

37	Purchase Order Contact Email	Purchase Order Contact Email	jjackson@qrcsemo.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5737173657
39	Company Website	Company Website (Format - www.company.com)	www.qualityroofingcontractors.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	43-1200791
41	Primary Address	Primary Address	9350 State Hwy C
42	Primary Address City	Primary Address City	Senath
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	MO
44	Primary Address Zip	Primary Address Zip	63876
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.)	roof, roofing, single ply membrane, built-up roof, metal, waterproofing, waterproof, siplast, garland, tremco, johns Manville, firestone, fibertite, fiber-tite, soprema, MBCI, pac-clad, gutters, downspouts, leak, infrared,
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.)	No
47	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

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Line Items

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Response Total: \$0.00

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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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

N/A  
BH

Company Official: \_\_\_\_\_

Company: \_\_\_\_\_

## 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: QUALITY ROOFING CONTRACTORS

Mailing Address: 9350 STATE HWY C

City: SENATH

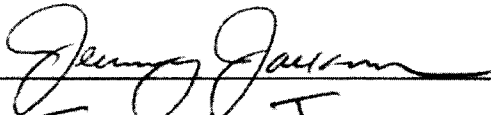
State: MO

Zip: 63876

Telephone Number: 573-717-3657

Fax Number: 573-738-2250

Email Address: JJACKSON@QRCSEMO.COM

Authorized Signature: 

Printed Name: JEREMY JACKSON

Position: SALES MANAGER

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 Mc Natt 9-24-15  
TIPS Authorized Signature Date

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

References
------------

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

Organization	City	State	Contact Name	Contact Phone
Hot Springs High School	Hot Springs	AR	Jim Gentry	501-617-0244
City of Searcy	Searcy	AR	Mark Lane	501-268-2483
Kennett Schools	Kennett	MO	Brandon Jones	573-717-1100
Union University	Jackson	TN	David McBride	731-343-9453
Harding University	Searcy	AR	Dana McMillion	501-279-4693
Senath Schools	Senath	MO	Chad Morgan	573-738-2661

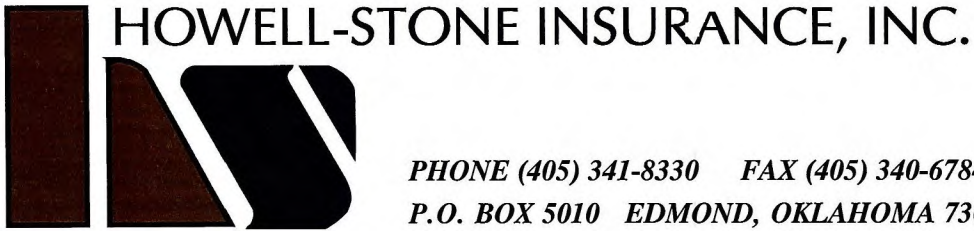
# Warranty Information

*Our company offers both “contractor” issued and “manufacturer” issued warranties that can range between 1 year and 30 years. The variations in warranty durations will depend on the type of new roof system selected and the scope of work used for a particular roofing project. Warranty information can be discussed more in depth once we have conducted a comprehensive roof analysis of the area in question.*

# Certifications

*Our Company is certified to both install new roof systems and service/warranty existing roof systems for these manufacturers.*





BRIAN HOWELL  
ROBERT JENSEN  
AUSTIN GREENHAW  
CLAYTON HOWELL  
STEVE GESELL  
ERIN HOWELL  
SHERRI PRYOR  
JONATHAN KLEIN

PHONE (405) 341-8330 FAX (405) 340-6784  
P.O. BOX 5010 EDMOND, OKLAHOMA 73083-5010

August 11, 2015

To Whom It May Concern:

Re: Quality Roofing Contractors of Southeast Missouri, Inc.

We are the Bonding Agents for Quality Roofing Contractors of Southeast Missouri, Inc. Please be advised that through the Western Surety Company., Quality Roofing Contractors of Southeast Missouri, Inc. has a bonding capacity on single projects in excess of \$4,000,000 and total work programs in excess of \$10,000,000. Should Quality Roofing Contractors of Southeast Missouri, Inc. be chosen as the contractor on any of your projects, we see no reason why we would not be able to provide the necessary performance and payment bonds.

The approval and execution of any bonds is a matter between Quality Roofing Contractors of Southeast Missouri, Inc. and the Surety and would be contingent upon the receipt of properly executed contractual documents and other current underwriting information. The surety assumes no third party liability if for any reason they do not execute such bonds.

We hold Quality Roofing Contractors of Southeast Missouri, Inc. in the highest regard and hope they will be strongly considered for any of your projects. We are attaching a copy of our Power of Attorney.

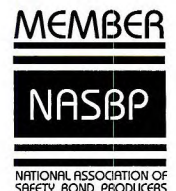
If any additional information is needed, please feel free to contact me at any time.

Respectfully submitted,

Austin K. Greenhaw  
Vice President



[www.howell-stone.com](http://www.howell-stone.com)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**W. D. Howell, Jr., Robert Jensen, Vicki Wilson, R Brian Howell, Austin Greenhaw, Individually**

of Edmond, OK, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instrument were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 8th day of June, 2015.

EXAMPLE

WESTERN SURETY COMPANY



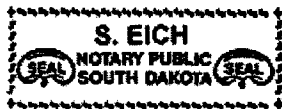
*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

EXAMPLE

On this 8th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
February 12, 2021



*S. Eich*  
S. Eich, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

EXAMPLE

EXAMPLE

EXAMPLE



RAISING



THE STANDARD OF ROOFING EXCELLENCE



## SERVICES

- Modified Bitumen Systems
- Built-Up Roof Systems
- Single Ply Roofing Systems
- Lightweight Concrete
- Sheet Metal Fabrication
- Service & Preventative Maintenance



For over 35 years, Quality Roofing Contractors has led the pack with an exemplary safety record, first-rate craftsmanship, and efficient time management to ensure that your business is up and running while we do our job, no matter how complex your roof.

With millions of square feet covered, we have established long-term, trusting relationships with our clients across the country – from health and medical facilities, to food processing and manufacturing plants, to commercial retailers of all sizes.

As an industry leader in Modified Bitumen Systems, Built-Up and Single Ply Roofing Systems, Lightweight Concrete, Sheet Metal Fabrication, and Service Maintenance, we strive each day to exceed even our own high standards. When you work with us, **quality is just the beginning.**

Take a look at what we can do for you.

LET'S GET TO KNOW EACH OTHER



WE SERVE THE BEST IN THE BUSINESS

QRC has experience providing services and solutions to companies of all sizes from coast to coast. Whether they are looking for minor repairs or a complete tear-off and resurfacing solution, they know they can count on our team of experienced experts to manage time-critical schedules and ensure superior quality control.

From our offices in Senath, MO, and Memphis, TN, on projects across the country, QRC's dedicated team of talented professionals deliver a broad range of capabilities and a company-wide dedication to service, value, and on-time delivery.



## MODIFIED BITUMEN SYSTEMS

### **Is It the Right Choice for You?**

Modified Bitumen is a material consisting of bitumen which has been modified through the inclusion of one or more polymers and may contain stabilizers and other additives. Modified Bitumen roofing membranes contains reinforcing materials:

- Fiberglass
- Polyester Mats
- Combination of Both

The recovery and durable properties of this roofing system allow it to accommodate recurring stresses, reducing the possibility of a fatigue failure.

- Proven track record of performance
- Superior waterproofing characteristics
- Perfect for industrial and Commercial applications
- Excellent elasticity and durability
- Holds up well to foot traffic, dropped tools, and other abuses
- Ideal for roofs with extensive mechanical equipment





## BUILT-UP ROOF SYSTEMS

The Built-Up Roofing System is made of bituminous materials with reinforcing plies of fabric or felt attached to a substrate and bonded to each other with hot or cold applied bituminous materials. The bitumen serves as waterproofing and as an adhesive binding the plies.

Reinforcing fabrics or felts may be organic, inorganic, or both. The exposed surface of the membrane is often surfaced with protective materials such as an aggregate, mineral cap sheet, or a variety of coatings. As an integral part of the membrane, these surfacings have an impact on overall built-up roofing performance.

Built-Up roofing Systems have stood the test of time for over 100 years. They are one of the most common roofing systems on the market today.

- Multi-Layer Protection
- Durable and Reliable
- With stands high amounts of foot traffic
- Suitable for all types of roof decks
- Minimal cost when compared to the usable life cycle and durability of the system



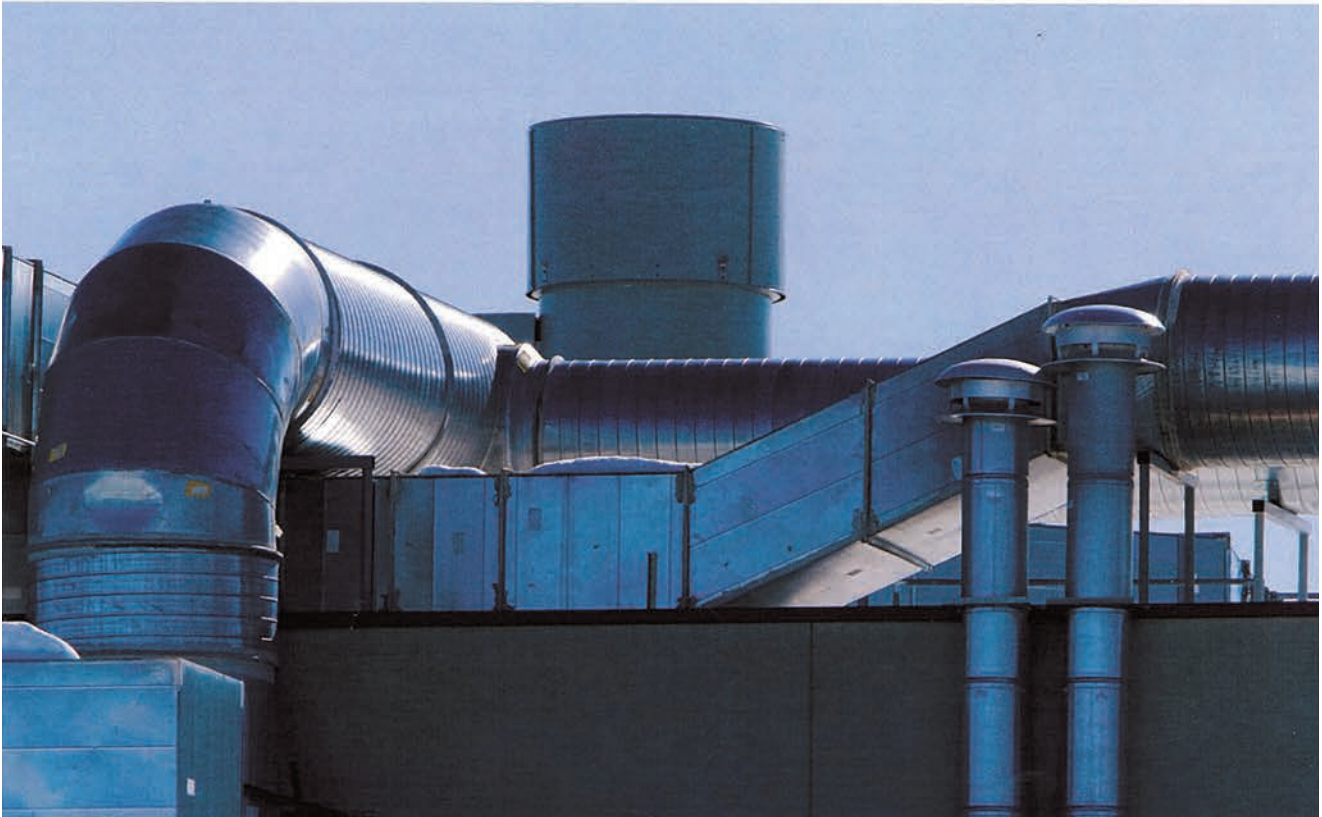
## SINGLE PLY ROOFING SYSTEMS

Single ply systems are now more advanced than ever before and they remain pliable through wide temperature fluctuations. However, they require expert installation to insure longevity. In some cases, a single ply roof can be applied directly on top of the existing roof system. The three most common types of single ply systems are TPO, EPDM, and PVC.

- Recommended for industrial and commercial applications
- Manufactured under strict quality control requirements
- Light-colored, reflective surface can reduce energy consumption
- Lightweight solution that can accommodate unconventional roof designs.

This gives these roofing systems superior resistance to the elements.



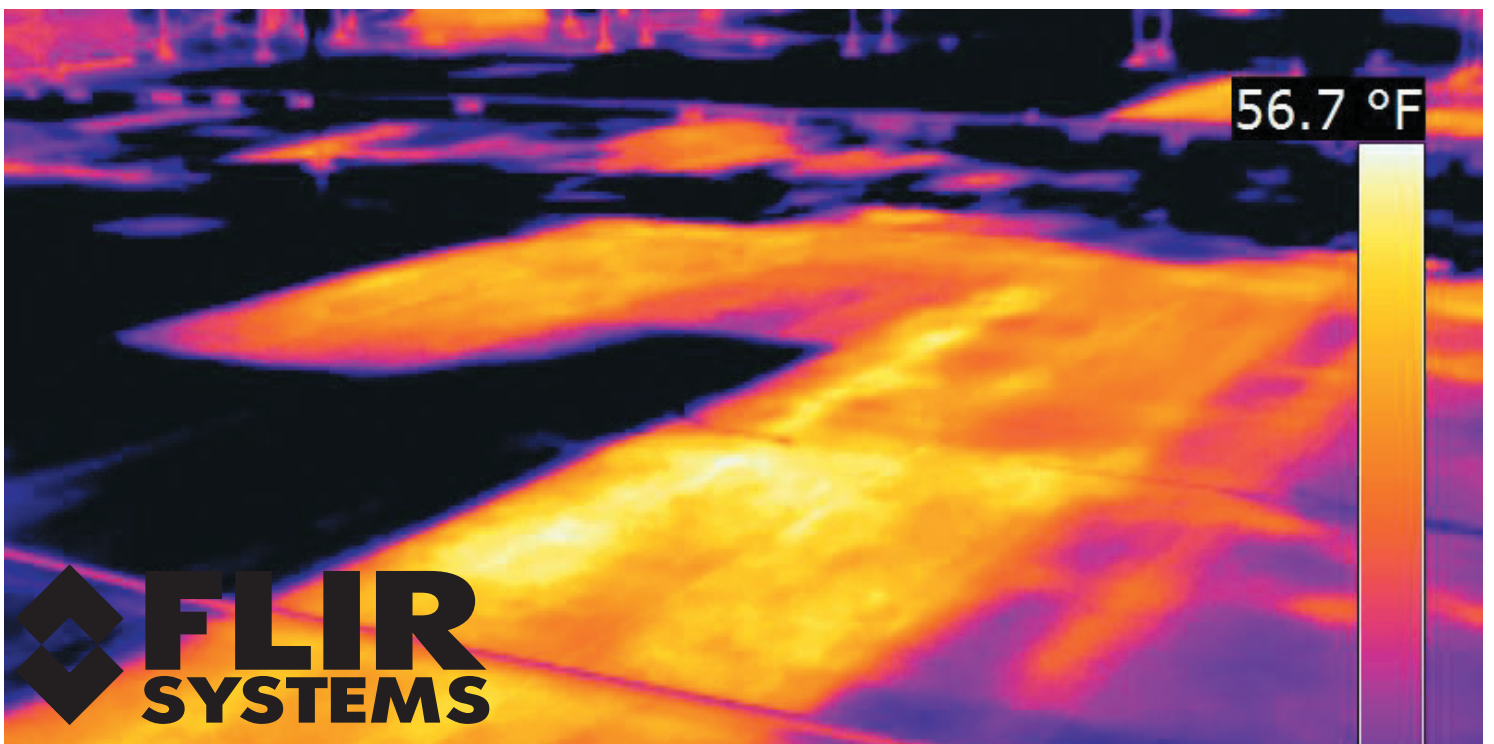
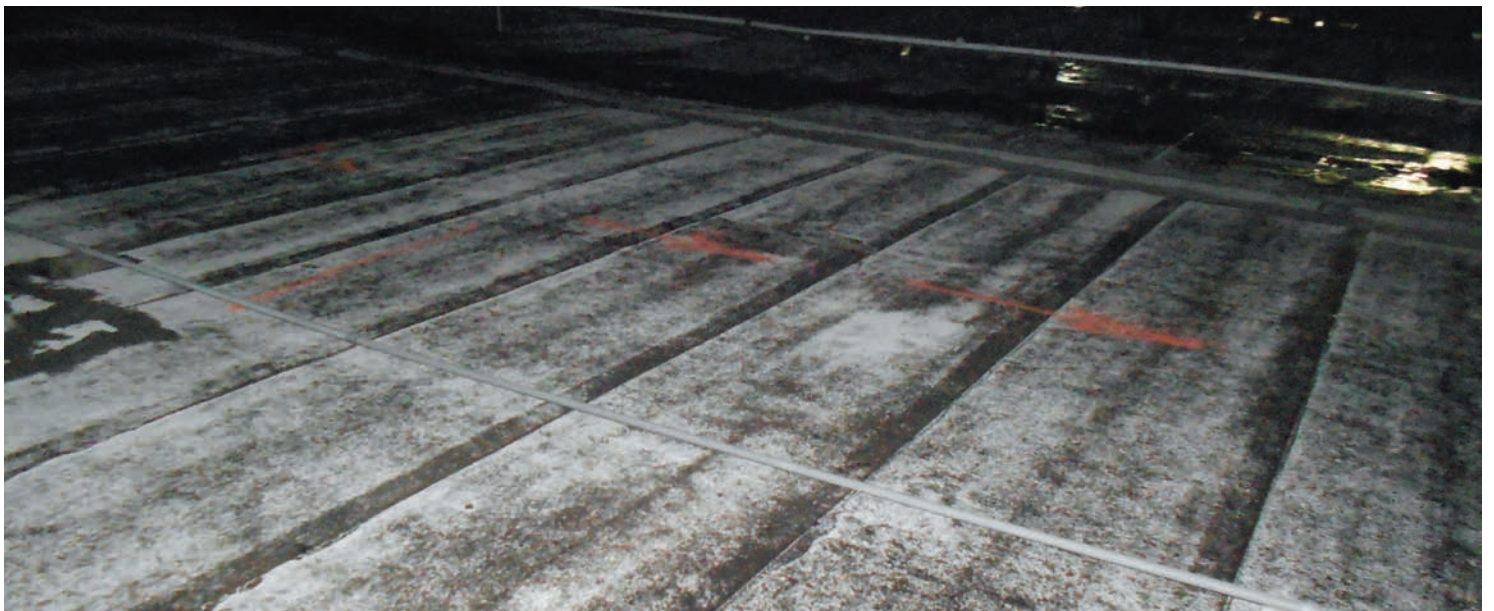


## PRECISION SHEET METAL FABRICATION

With our state-of-the-art computerized equipment, our talented sheet metal engineers and skilled craftsmen work together to custom design, fabricate, and install gutters and downspouts, duct work, metal copings and fascias, and other fabricated sheet metal products.

## LIGHTWEIGHT CONCRETE

Lightweight insulating concrete systems combine the unique properties of lightweight insulating concrete and premium expanded polystyrene foam insulation board. The insulation board is encapsulated in insulating concrete which provides fire protection, prevents air infiltration, is environmentally safe, and bonds the total insulation system to the substrate. This system is re-roofable, unlike rigid insulation board, therefore creating a sustainable insulation solution.



QRC offers an annual comprehensive preventive maintenance program that thoroughly surveys your building's roof system – including all roof-related accessories and contiguous construction inspection.

We'll report on the general condition of your roof, expertly outlining any minor repair work to be performed and advise you of critical rehabilitation or replacement when needed.

Identifying potential problems early can increase the options to applicable solutions and save money – this means we can respond to your needs in a timely and cost-effective manner.

### **Storm Damage**

Hail and wind damage can be devastating to the integrity of your roof. Whether you need a temporary fix or total restoration, you can count on our immediate response. We have extensive experience in dealing with insurance claims and can help guide you through the entire process, ensuring you receive a fair adjustment.

### **Inspection Services**

- General inspection and summary of roof conditions
- Parapet walls and perimeter edge flashing components
- Equipment, equipment curbs, and penetration flashings
- Drains, gutters, scuppers, and downspouts
- Roof coatings and sealants
- Roof moisture surveys
- Written report of existing conditions and recommendations
- Infrared Inspections utilizing our FLIR thermal imaging equipment
- Detailed and scaled CAD blueprints showing problem areas

### **Preventative Maintenance Services**

- Repair any minor defects found during the annual inspection survey
- Remove debris and unnecessary objects that may potentially damage the system
- Clean the water removal system – drains, gutters and downspouts
- Re-apply any protective sealants as required

We keep you safe  
24 hours a day,  
7 days a week.

1.888.763.5541





9350 State Highway C  
Senath, MO 63876

P 573.738.2683  
F 573.738.2250

5321 Republic Drive  
Memphis, TN 38118

P 901.794.2235  
F 901.794.0286

[qualityroofingcontractors.com](http://qualityroofingcontractors.com)

## OUR COMMITMENT TO SAFETY

Everything begins and ends with safety. At QRC, we take seriously our pledge to provide the safest possible on-site work environment. We go to great lengths to ensure that we adhere to federal, state and local safety regulations and that our associates are regularly trained on current safety policies and procedures.

A proactive safety program with commitment and participation from all enables us to maintain our strong track record of injury free days.



*A safety message from our President:  
"My personal commitment to this Safety and health Program cannot be overestimated because I know that the joint cooperation of employees and management in observation of this program, and a safety conscious attitude will ensure safe working conditions and accident free performance for our mutual benefit."*

– Terry Whitlock

## OUR FINANCIAL STABILITY

In keeping with our outstanding safety and service record, QRC's rigorous business practices help us maintain a strong financial standing.

### Dun & Bradstreet

- DUNS# 09-671-9448

### Bonding

- \$20 million on a single project

### Insurance

- \$10 million minimum

### Associations/Certifications

- NRCA (National Roofing Contractors Association)
- MRCA (Mid-West Roofing Contractors Association)
- Tennessee Roofing Contractors Association
- Memphis, TN Chamber of Commerce
- Better Business Bureau
- ISNetworld
- UL ANSI/SPRI ES-1 Certification

## SAFETY VERIFICATION

Our firm's Worker's Compensation Insurance Experience Modification Rate for both 2014 and 2015 was .62.

Using the last 2 year's OSHA No. 300 Log, the number of fatalities was zero, and lost work day cases was one. There were zero cases involving job transfer or restricted activity.

- Our total employee hours worked by the local office for the last 2 years (field, supervisory and clerical) was 243,713.
- QRC employs a full-time safety manager.
- QRC maintains an "A" safety rating for all of our clients within the ISNetworld Safety Program.
- All employees have completed the OSHA 10 Hour Construction Course.



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