

# 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 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 SR Products  
 Address 1380 Highland Road  
 Macedonia, OH 44056  
 Contact Cyndi Strunk  
 Department SRPSG  
 Building  
 Floor/Room  
 Telephone 1 (330) 998-6500  
 Fax 1 (330) 998-6600  
 Email cstrunk@simonroofing.com  
 Submitted 7/15/2015 10:00:25 AM CT  
 Total \$0.00

Signature Cyndi Strunk

Email cstrunk@simonroofing.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Macedonia
5	Company Residence (State)	Vendor's principal place of business is in the state of?	OH
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	2
15	Years Experience	Company years experience in this category?	115
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	Ohio

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.)	Simon Roofing, now in its second century of continuous operation, specializes in the installation and manufacturing of the highest quality roofing and waterproofing products available. Simon Roofing prides itself in offering its clients a single source of responsibility. With over fifty offices throughout the United States we are committed to providing state-of-the-art technology, unique and time tested products and unparalleled asset management tools which have propelled the company into a leading position in the industry. We provide a variety of solutions based on a building's actual needs whether it be preventative maintenance, repair, or replacement. Our clients represent every sector of the industrial and commercial building environment including local and federal government contracts throughout the fifty states. Roofing systems available include hot and cold applied BUR, Modified, Single Ply, Superior Craft Modified BUR, Superior Flex, White-Brite, Standing Seam Metal, and various specialty systems.
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	Cyndi Strunk
21	Primary Contact Title	Primary Contact Title	VP Operations/Finance, SRPSG
22	Primary Contact Email	Primary Contact Email	cstrunk@simonroofing.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3309986500
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	3309986600
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	3306074813
26	Secondary Contact Name	Secondary Contact Name	Mike Perry
27	Secondary Contact Title	Secondary Contact Title	VP, Sales SRPSG
28	Secondary Contact Email	Secondary Contact Email	mperry@simonroofing.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7574340674
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	7574969182
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	7574340674
32	2% Contact Name	2% Contact Name	Cyndi Strunk
33	2% Contact Email	2% Contact Email	cstrunk@simonroofing.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3309986500

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	Cyndi Strunk																										
37	Purchase Order Contact Email	Purchase Order Contact Email	cstrunk@simonroofing.com																										
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	3309986500																										
39	Company Website	Company Website (Format - www.company.com)	www.simonroofingproducts.com																										
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	341430114																										
41	Primary Address	Primary Address	1380 Highland Raod																										
42	Primary Address City	Primary Address City	Macedonia																										
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	OH																										
44	Primary Address Zip	Primary Address Zip	44056																										
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.)	<table border="0"> <tr> <td>Roofing</td> <td>Rubberized</td> </tr> <tr> <td>Structural cement</td> <td>Leak</td> </tr> <tr> <td>Inspection</td> <td>Emergency</td> </tr> <tr> <td>Repair</td> <td>Emergency</td> </tr> <tr> <td>BUR</td> <td>Thermoplastic</td> </tr> <tr> <td>Tar</td> <td>Elastomeric</td> </tr> <tr> <td>Mastic</td> <td></td> </tr> <tr> <td>Cold-applied</td> <td></td> </tr> <tr> <td>Asbestos</td> <td>Metal</td> </tr> <tr> <td>Insulation</td> <td>Single ply</td> </tr> <tr> <td>Flashing</td> <td>Polymer</td> </tr> <tr> <td>Asphalt</td> <td>Pitch</td> </tr> <tr> <td>pocket</td> <td></td> </tr> </table>	Roofing	Rubberized	Structural cement	Leak	Inspection	Emergency	Repair	Emergency	BUR	Thermoplastic	Tar	Elastomeric	Mastic		Cold-applied		Asbestos	Metal	Insulation	Single ply	Flashing	Polymer	Asphalt	Pitch	pocket	
Roofing	Rubberized																												
Structural cement	Leak																												
Inspection	Emergency																												
Repair	Emergency																												
BUR	Thermoplastic																												
Tar	Elastomeric																												
Mastic																													
Cold-applied																													
Asbestos	Metal																												
Insulation	Single ply																												
Flashing	Polymer																												
Asphalt	Pitch																												
pocket																													
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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## **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: Simon Roofing and Sheet Metal Corp., dba SR Products

Mailing Address: 1380 Highland Road

City: Macedonia

State: OH

Zip: 44056

Telephone Number: (330) 998-6500

Fax Number: (330) 998-6600

Email Address: cstrunk@simonroofing.com

Authorized Signature: *Cyndi Strunk*

Printed Name: Cyndi Strunk

Position: VP, Operations/Finance, SRPSG

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.

*Blenda 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
Prince George's County Fire Association	Glenn Dale	MD	Lee Lutz	301-805-2400
University of Texas - Dallas	Richardson	TX	Steve Lyles	972-883-2141
Veteran's Administration Med Center	Dublin	GA	Scott Holley	478-272-2100
US Postal Service	Lexington	KY	Gerald Gast	502-254-1498



**SR PRODUCTS™**  
CUSTOMER SATISFACTION SINCE 1900

1380 E. Highland Road  
Macedonia, Ohio 44056  
Phone: 330.998.6500  
Fax: 330.998.6600

## SUPERIOR PERFORMANCE WARRANTY

Building Name \_\_\_\_\_  
 Building Address \_\_\_\_\_  
 Building Owner \_\_\_\_\_  
 Roof Identification \_\_\_\_\_  
 Contractor \_\_\_\_\_  
 System Type \_\_\_\_\_  
 Total Sq./Ft. Coverage \_\_\_\_\_  
 Flashing Type \_\_\_\_\_  
 Completion Date \_\_\_\_\_

# Sample

Simon Roofing, an Ohio Corporation, guarantees to the Building Owner, subject to the terms, conditions and limitations stated herein, it will repair or cause to be repaired any leaks into the building interior through the above described Roof Assembly System as supplied by SR Products and installed by the above named Contractor, for a period of \_\_\_\_\_ (\_\_\_\_\_) years from the date of completion. In order to renew warranty coverage under this warranty, the roof must be inspected by SR Products the \_\_\_\_\_ (\_\_\_\_\_) year after installation. After inspection, SR Products will notify the owner, in writing, of any repairs or maintenance that is required in order to renew the warranty for an additional five (5) years. In order to render the roof eligible for warranty renewal, the owner must, at its sole cost and expense, by a contractor approved by SR Products, complete all maintenance and/or repairs required by SR Products. Upon completion of all required maintenance and/or repairs, SR Products will re-inspect the roof, and upon approval of the completed maintenance and/or repairs, will issue a five (5) year warranty renewal. The owner shall notify SR Product not less than thirty (30) days in advance of each renewal anniversary, in order to arrange the inspection required by this paragraph. This warranty is not eligible for renewal beyond the number of years set forth above from the date of substantial completion of installation of the roof system.

### Full Coverage

During the term of this Warranty, upon prompt written notice by the Building Owner as hereinafter provided, Simon Roofing will take appropriate action to repair leaks which may occur. Simon will inspect the roof and, if a leak is within the coverage of this Warranty, will at its own expense make or cause to be made all necessary repairs to the Simon Roof Assembly to put it into watertight condition. Should investigation reveal that a leak is caused by something other than causes covered by this warranty, investigation and repair cost shall be assumed and paid by the Building Owner, who shall effect prompt and adequate repairs in a manner compatible with the Simon System. The Building Owner will be responsible for the removal or replacement of any traffic surfaces or other appurtenances built over the roof required in order to put the Roof Assembly in watertight condition.

### Limitations

This Warranty is not an insurance policy, nor does it obligate Simon to repair leaks if determined to be a result of the following:

- A. Building design or construction.
- B. Damage to the roofing system by any natural disasters, including but not limited to, floods, lightning, hail, earthquakes, hurricane rated winds, etc.
- C. Structural movement below the roof membrane and flashings.
- D. Misuse of roof surface, abuse, vandalism, civil disobedience, acts of war, exposure to damaging chemicals, including but not limited to, solvents, oils and acids.
- E. Condensation within the assembly or moisture vapor/liquid infiltration throughout, but not limited to, wall, window, etc.
- F. Failure of the Building Owner to promptly notify in writing and receive written approval for:
  - 1. Changes in building usage.
  - 2. Modifications or additions of items to the existing roof.
- G. Lack of positive drainage.
- H. Metal components other than approved metal.
- I. Loss or erosion of surfacing material including, but not limited to, reflective coatings, granules, or aggregate are not covered by this warranty.

Simon hereby assumes no responsibility for incidental or consequential damage to the structure, its contents, loss of time, profits, energy or any inconvenience from any type of roof leak or damage. Sole responsibility hereunder is the cost of repairs to put the membrane assembly into a watertight condition.

Simon's exclusive responsibility and liability under this Warranty is to make repair that may be required to return the roof to a watertight condition in accord with the obligations which are Simon's responsibility under this Warranty.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SIMON HEREBY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR, LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY. There are no warranties which extend beyond the description on the face hereof. This warranty will be governed by and construed under the laws of the state of Ohio without regard to conflict-of-laws principles that would require the application of any other law.

### Owner Responsibility

In the event of a leak in the roofing system or flashing assembly, the Building Owner must notify in writing within ten (10) days after discovery of the leak and provide access to the roof. THE SERVICE WARRANTY DOES NOT ABSOLVE THE BUILDING OWNER/CUSTOMER OF MAINTENANCE RESPONSIBILITY THAT IS REQUIRED TO KEEP THIS WARRANTY IN FULL FORCE AND EFFECTIVE.

As Simon does not practice engineering or architecture, neither the issuance of this Warranty or any review of the building's construction by our representatives shall constitute any additional warranty.

Simon shall have no obligation under this Warranty unless SR Products and the installing applicator have been paid in full for all materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the Roofing System.

Ninety days prior to the expiration of this warranty, you may contact SR Products for service options available at that time.

### Transfer of Warranty

This Warranty may be transferred by the Building Owner to a subsequent purchaser of the property by giving no less than ten days written notice to Simon of such proposed transfer, during which time Simon will inspect the roofing system to make a written report to the building Owner and the proposed purchaser of its findings and any adjustments required.

Authorized Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Services Included:

As part of this warranty, SR Products will perform the following service once within the first two years of warranty.

A. Roof Inspection Services:

1. Visual inspection of the roof membrane and roof surface.
2. Inspection of the flashing systems including, but not limited to, the metal edge system, base flashings on equipment and adjoining walls, counterflashing and termination details, soil stacks and vents, pitch pans, HVAC equipment, skylights and access hatches.

B. General Rooftop Housekeeping Services

1. Removal of debris (i.e., leaves, branches, paper and similar items) from the roof membrane subject to the Program Exclusions listed below.
2. Service will include removal of surface debris from the roof drains, gutters, and scuppers, but not clogged pipes or plumbing.
3. All debris will be disposed of at the owner's approved site location.

C. Routine Maintenance

1. Sealant voids in termination bars, counterflashings and parapet caps will be cleaned and resealed if needed.
2. Exposed fasteners will be resealed on perimeter metal details where required.
3. All pitch pans will be refilled and topped off if needed.
4. Metal projections (hoods and clamps) will be checked and resealed.
5. Soil stack leads will be inspected for curls or holes and temporarily resealed when required with appropriate materials until stack flashing can be permanently repaired.

D. Preventative Maintenance:

1. Tears, splits and breaks in the perimeter and internal membrane flashing systems and flashing strip-ins will be repaired with appropriate repair materials.
2. Tears, splits and breaks in the membrane will be repaired with appropriate repair mastic and membrane.
3. Re-secure loose metal coping caps, termination bars, counterflashings and metal edge systems where required with appropriate fasteners.
4. Dress-up reflective coatings where mastic repairs have been made.
5. Loose fasteners on roof top equipment that are exposed will be tightened and resealed.
6. Check and re-secure drain bolts and clamping rings.
7. Check strip-in around drain leads, coat with approved mastics if required.
8. Reattach loose gutter straps, seal open gutter joints, and repair gutter strip-ins where required.
9. Check scupper boxes or open solder of caulking and seal with appropriate materials if required.

Program Exclusions:

- A. Natural or accidental disasters, including but not limited to, damage caused by lightning, hailstorms, floods, high winds in excess of gale force, tornadoes, earthquakes, fire, vandalism, animals, or penetration of the membrane of chemical attack of outside agents.
- B. Use of material not specified by Simon Roofing or its subsidiaries.
- C. Any intentional or negligent act on the part of the warranty owner or third party, including, but not limited to, misuse, traffic or storage of materials on roof.
- D. Under no circumstance shall we be liable for any indirect, special or consequential damages of any kind including, but not limited to, fines or penalties, loss of profits, loss of rents, loss of good will, loss of business opportunity, additional financing costs, or loss of use of any equipment or property, whether in contract, tort, including negligence, warranty or otherwise.
- E. Housekeeping and general roof top preventative maintenance, does not absolve the building owner/customer from completing owner required rooftop housekeeping and preventive maintenance and will not include accumulations of water, or process generated debris such as, but not limited to, food stuffs, grease, oils, chemicals, paper, sawdust, or lint. Debris from construction, maintenance or remodeling activities is also excluded.
- F. Damages incurred to the roof system or building content resulting from the owner's failure to complete required preventative maintenance and/or housekeeping will not be the responsibility of Simon Roofing.
- G. Re-coating or resurfacing of any surfacing material including minerals, gravel, ballast, reflective coatings, etc., including wind erosion is not covered under this agreement.
- H. Pavers, IRMA Systems, walking surfaces, walkways or other materials or structures placed over the roof membrane will not be moved as part of the roof inspection services and must be removed and replaced at owners cost if necessary to effect a repair.

# WHAT WE DO FOR YOU

## OUR COMPREHENSIVE APPROACH

SR Products can help you protect your investment through full-service building inspections and evaluations. Our multi-step approach ensures your buildings are protected, from the roof down.



SR PRODUCTS'  
STATE-OF-THE-ART  
MANUFACTURING FACILITY  
STRUTHERS, OHIO

BUILDING SOLUTIONS



SR PRODUCTS™  
CUSTOMER SATISFACTION SINCE 1900

## AFFILIATIONS



## ASSESSMENTS

SR Products will inspect and provide a detailed condition assessment of your building needs – including roofs and other building component conditions.

Each inspection or evaluation is conducted using state-of-the-art equipment that may include nondestructive moisture survey, asbestos analysis, mold analysis, roof core analysis and overall condition assessment.

Once the evaluation is completed, a full detailed evaluation report is developed with budget estimates. At that point, we work with you, the client, to establish action plans needed to move forward.



SR PRODUCTS™  
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## a division of Simon Roofing

30505 Bainbridge Road, Suite 210  
Solon, OH 44139  
Phone: 440.248.0220  
Fax: 440.248.0302

Email: [info@simonroofingproducts.com](mailto:info@simonroofingproducts.com)



# WHO WE ARE

## MORE THAN 100 YEARS OF EXPERIENCE

SR Products has been helping customers preserve and protect their buildings since 1900. We offer you the ability to investigate the overall conditions of your buildings and develop a perspective on how to maintain this valuable asset in the most cost-efficient manner.

## FULL-SERVICE APPROACH

Our wide range of products, services and solutions are time-tested and future-ready with cutting-edge technology that has proven to be effective and efficient. From repair services to new state-of-the-art roofing systems, we've got you covered.

## NATIONWIDE SERVICE

SR Products has representatives across the country – east coast to west coast. We service national accounts responsible for multiple facilities to help keep jobs consistent and efficient.

## NATIONAL AFFILIATIONS

We've partnered with several agencies in our commitment to excellence and sustainability. From ENERGY STAR® partnerships, ISO 9000 certification and membership in key organizations, SR Products' relationships are an indicator of our leadership within the industry.

## SINGLE-SOURCE MANUFACTURER

SR Products is a single-source manufacturer with a complete range of building envelope protection services. We help clients in determining the conditions of their buildings and then assist in prioritizing action plans to protect their important assets.

## SUSTAINABILITY

We offer some of the most sustainable products in the industry. We pride ourselves by offering the most cost-effective and environmentally responsible systems in roofing. Our products meet most regulations and will contribute to LEED certification.

## CUSTOMER SERVICE

Customer service is at the heart of everything we do – whether it is going above and beyond the required duty, communicating throughout each phase of the job or simply owning up to and fixing our mistakes, we're dedicated to providing you with the best possible service.

## INSPECTION & DIAGNOSTIC SERVICES

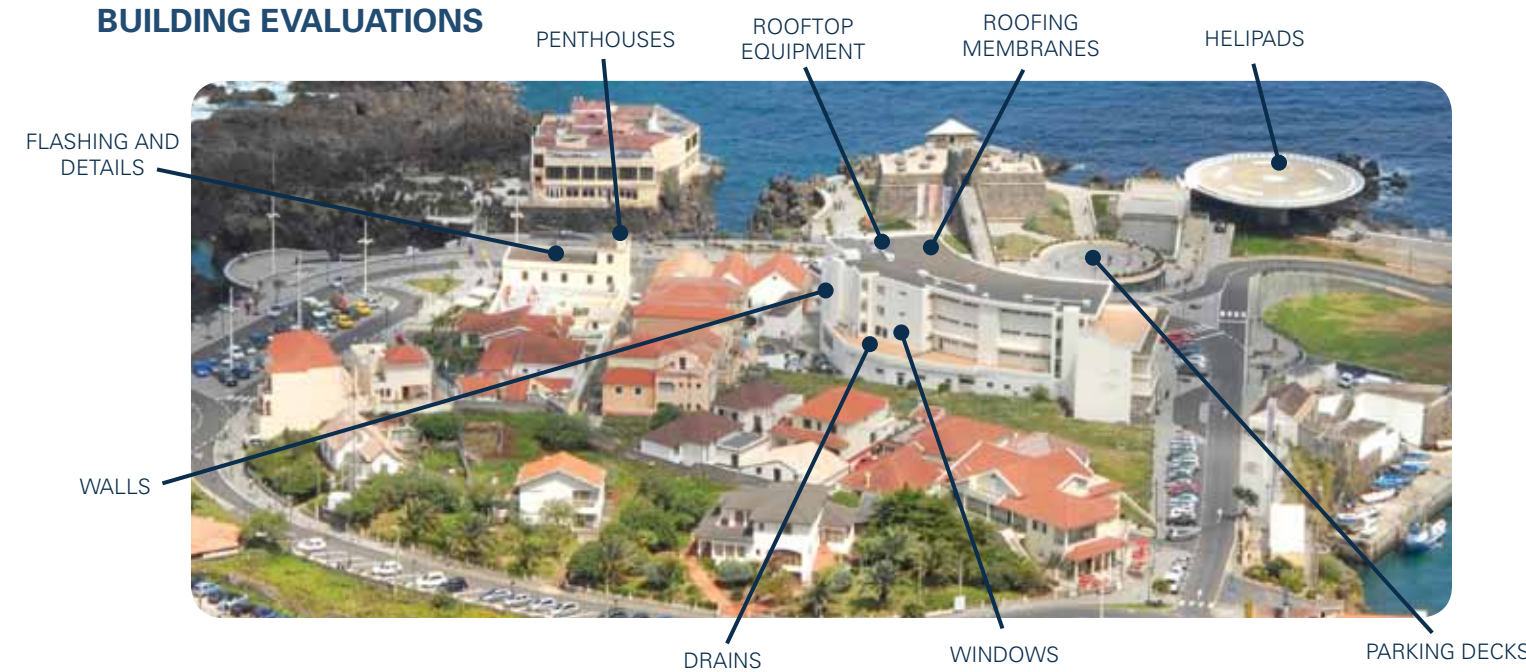
We provide a full range of inspection and diagnostic services to better understand your buildings' needs. Using advanced technology, we can identify each building's current and potential problems.

## OUR CREED

Our top priority is to provide exceptional service to our customers. If we should stumble along the way, someone – anyone – must immediately step up, take charge and care for the customer in any way possible. We will hold this behavior in the highest regard. The bottom line: If we falter, our customer will never suffer.

# EVALUATIONS AND SPECIFICATIONS BUILDING SOLUTIONS

## BUILDING EVALUATIONS



## OUR ROOFING SYSTEMS



Modified Bitumen Roof Systems



Sustainable Roof Systems



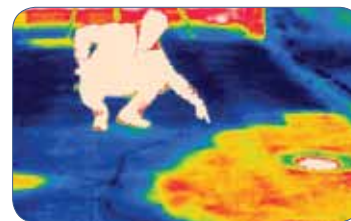
Roof Restoration Systems



Built Up Roof Systems

## TECHNOLOGY

SR Products uses the latest in infrared and nuclear diagnostics to identify anomalies or moisture within the building envelope, which may lead to potential problems that remain unseen on the surface.



Thermogram



Painted Outline of Wet Area

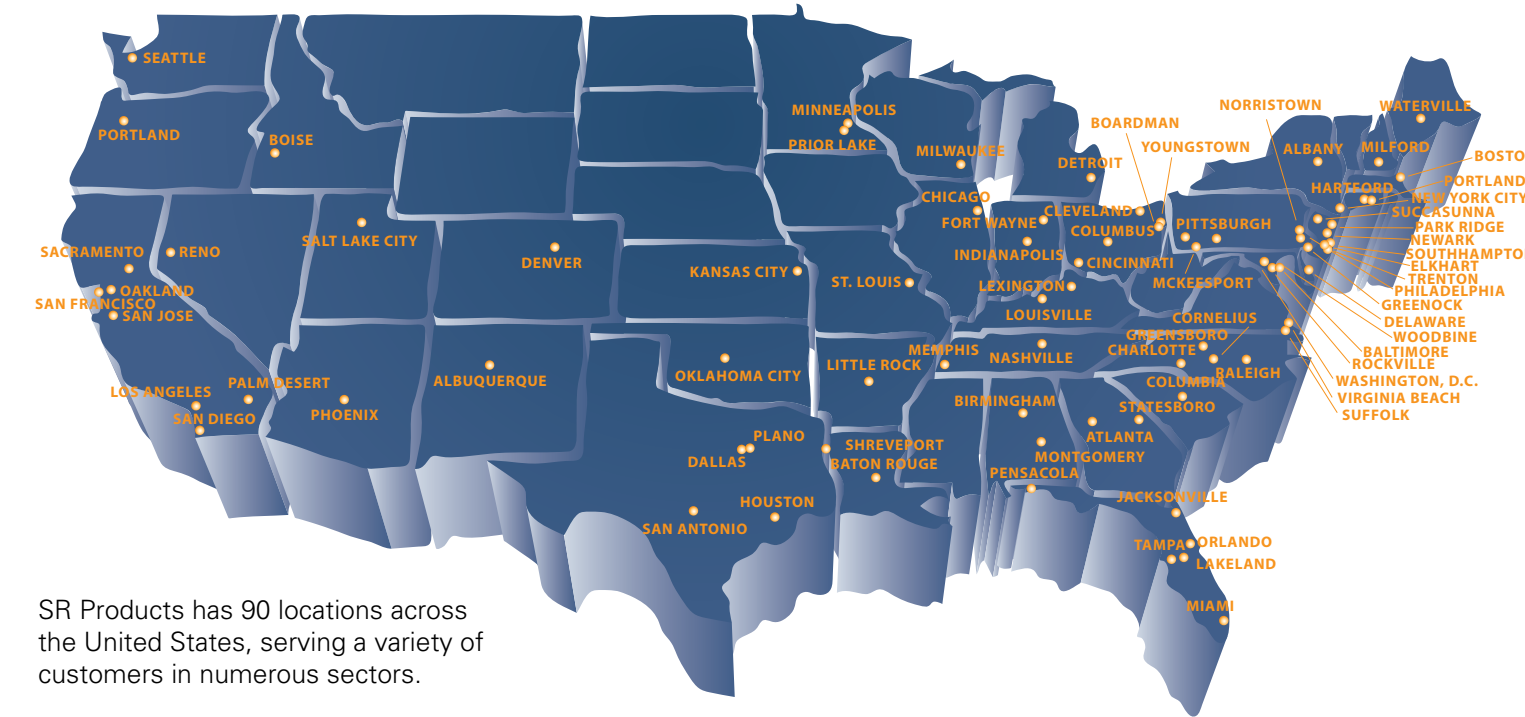


Drawing of Wet Area

## MAINTENANCE AND WARRANTIES

Our Xtralife<sup>SM</sup> Preventative Maintenance Plan is a proactive program that can extend roof life by as much as 30 years – offering significant savings compared with the cost of complete roof replacements.

# CLIENTS WE SERVE



SR Products has 90 locations across the United States, serving a variety of customers in numerous sectors.

## SECTORS WE SERVE

### COMMERCIAL



### INDUSTRIAL



### EDUCATION



### FEDERAL GOVERNMENT



### HEALTHCARE



### COLLEGES AND UNIVERSITIES



### STATE AND LOCAL GOVERNMENT



### NATIONAL ACCOUNTS



# CERTIFICATE

**TUV Rheinland of North America, Inc.**  
1300 Massachusetts Avenue, Suite 103, Boxborough, MA 01719



Hereby certifies that



## **Simon Roofing and Sheet Metal Corp**

**276 State Street  
Struthers, OH 44471**

has established and maintains a quality management system for the

### **Manufacture of High Quality, Resistant Coating Formulations & Materials for Building, Construction and Specialty Applications**

An audit was performed and documented in Report No 3781.  
Proof has been furnished that the requirements according to

**ISO 9001: 2008**

are fulfilled.

Further clarification regarding the scope of this certificate and the applicability of  
ISO 9001: 2008 requirements may be obtained by contacting TRNA.

Certificate Registration No.

**74 300 3781**

Certificate Effective Date  
**July 22, 2013**

Certificate Expiration Date  
**July 21, 2016**

Revised 7/17/2013  
Certification Decision Date 7/11/2013



  
Certification of Management Systems

February 5, 2015

RE: Simon Roofing and Sheet Metal Corp.

To Whom It May Concern:

Simon Roofing and Sheet Metal is a valued client of CNA/Western Surety Company. They have an agency in house bond line of \$2,000,000 single bid and aggregate of \$30,000,000. Any final bond request submitted to Surety will be favorably considered, but is subject to underwriting considerations at the time the contract is awarded.

Simon Roofing and Sheet Metal is a highly regarded client of Althans Insurance Agency, Inc. If you have any further questions, you may contact me at 440-247-6422.

Sincerely,

Mary E. Brenner  
Bond Manager  
Althans Insurance Agency, Inc.