

# VENDOR CONTRACT

Between Seamless Systems, Inc. and

(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Roofing - 2092415

## General Information

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

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

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

### Definitions

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

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

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

## Terms and Conditions

### Freight

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

### Warranty Conditions

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

### Customer Support

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

### Contracts

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

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

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

### Tax exempt status

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

### Assignments of contracts

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:

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

# 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
Phone	+1 (903) 243-4759			
Fax	+1 (866) 749-6674	Contact	David Mabe, National Coordinator	Department Building
Bid Number	2092415			
Title	Roofing			
Bid Type	RFP	Department Building		Floor/Room
Issue Date	07/01/2015			Telephone
Close Date	8/14/2015 3:00:00 PM CT			Fax
Need by Date		Floor/Room		Email
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company Seamless Systems Inc.  
Address 5571 Universal Drive  
  
Memphis, TN 38118  
  
Contact  
Department  
Building  
Floor/Room  
Telephone 1 (901) 795-4265  
Fax 1 (901) 795-0527  
Email  
Submitted 8/13/2015 12:56:29 PM CT  
Total \$0.00

Signature Duane Logsdon

Email duane@seamlesssystems.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Fort Smith
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Arkansas
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?	30
15	Years Experience	Company years experience in this category?	35
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)	AL,AR,GA,KS,LA,MO,OK,TN,TX,KY,

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.)	Seamless Systems Inc. was incorporated in 1979 in Memphis, Tennessee. Our Fort Smith, Arkansas branch has been serving clients throughout the United States since 1994. Our service includes consulting ,design, and installation of low-slope single-ply heat welded roof systems and standing seam architectural metal roofing. The systems we install are backed by manufactures warranties up to 25 years
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	Duane Logsdon
21	Primary Contact Title	Primary Contact Title	Project Manager
22	Primary Contact Email	Primary Contact Email	duane@seamlesssystems.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4796480037
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4796489366
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	4792216800
26	Secondary Contact Name	Secondary Contact Name	Randy Purkey
27	Secondary Contact Title	Secondary Contact Title	President
28	Secondary Contact Email	Secondary Contact Email	randy@seamlesssystems.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9017954265
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9017950527
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9012337496
32	2% Contact Name	2% Contact Name	Duane Logsdon
33	2% Contact Email	2% Contact Email	duane@seamlesssystems.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4796480037
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	Duane Logsdon
37	Purchase Order Contact Email	Purchase Order Contact Email	duane@seamlesssystems.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4796480037
39	Company Website	Company Website (Format - www.company.com)	Seamless Systems .com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	62-1096403
41	Primary Address	Primary Address	5571 Universal
42	Primary Address City	Primary Address City	Memphis

43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TN
44	Primary Address Zip	Primary Address Zip	38118
45	Search Words:	<p>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.)</p>	<p>Roofing, TPO, PVC, Standing Seam, Roof Repairs,</p> <p>Metal Roofing, Single-ply Roofing, Roof Consultant</p>
46	Yes - No	<p>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.)</p>	Yes
47	Prices are guaranteed for?	<p>(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")</p>	Term of Contract

Line Items	
	Response Total: \$0.00

Line Items	
	Response Total: \$0.00



**Provisions for purchase with federal funds for contracts exceeding \$100,000**  
**These forms are for non-construction contracts**

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES ☒ NO ☐

Duane Logsdon 8/12/2015  
Signature of Authorized Company Official Date

Duane Logsdon  
Printed Name of Authorized Company Official  
Seamless Systems, Inc.  
Company Name

*Attach to this page a current W-9 form*

*Please complete the forms below*

**Legal Compliance**

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES DL Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES DL Initial of Authorized Company Official

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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

The vendor has not been debarred? YES DL Initial of Authorized Company Official

***Certification Regarding Lobbying***

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding  
\$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than

\$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

**Seamless Systems, Inc.**

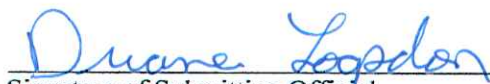
Name of Organization

**5706 south 73rd Place Fort Smith, AR. 72903**

Address of Organization

**Duane Logsdon Project manager**

Name / Title of Submitting Official



Signature of Submitting Official

**8/12/2015**

Signature Date

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES DL Initial of Authorized Company Official

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES DL Initial of Authorized Company Official

**Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES DL Initial of Authorized Company Official

**Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**

## **Provisions for purchase with federal funds for contracts exceeding \$100,000**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES DL Initial of Authorized Company Official

### **Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES DL Initial of Authorized Company Official

### **Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES DL Initial of Authorized Company Official



**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES DL Initial of Authorized Company Official

**Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES DL Initial of Authorized Company Official

**Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES DL Initial of Authorized Company Official

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return) <b>SEAMLESS SYSTEMS, INC.</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) <b>5571 Universal Drive</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Memphis, TN 38118</b>	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-			-		
Employer identification number								
6	2	-	1	0	9	6	4	0

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶

*Duane Lepolden*

Date ▶

*8/12/15*

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## 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: Seamless Systems, Inc.

Mailing Address: 5706 South 73rd place

City: Fort Smith

State: Arkansas

Zip: 72903

Telephone Number: 479-648-0037

Fax Number: 479-648-9366

Email Address: duane@seamlesssystems.com

Authorized Signature: Duane Logsdon

Printed Name: Duane Logsdon

Position: Project 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.

Blunde Mc Natt 9-24-15  
TIPS Authorized Signature Date

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



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

Organization	City	State	Contact Name	Contact Phone
University Of Arkansas	Fayetteville	AR	Robert Beeler	479-575-6192
North Little Rock School District	North Little Rock	AR	Gene Hawk	501-771-8076
Nashville School District	Nashville	AR	Doug Graham	870-845-3425
Genoa School District	Genoa	AR	Rick Waters	870-653-4343
Highland School District	Hardy	AR	Clint Shackelford	870-257-0042
Cossatot River School District	Wicks	AR	Donnie Davis	870-385-7101
Mena Public Schools	Mena	AR	Diann Gathright	479-394-1710

# Everguard Diamond Pledge NDL Roof Guarantee

Guarantee

Updated: 5/09



***Your Best And Safest Choice...  
Quality You Can Trust Since 1886!***



# EverGuard® DIAMOND PLEDGE™ NDL ROOF GUARANTEE

No. \_\_\_\_\_



OWNER: \_\_\_\_\_ PERIOD OF COVERAGE: \_\_\_\_\_ YEARS

NAME AND TYPE OF BUILDING: \_\_\_\_\_

ADDRESS OF BUILDING: \_\_\_\_\_

SPECIFICATION: \_\_\_\_\_ AREA OF ROOF: \_\_\_\_\_ SQUARES

APPLIED BY: \_\_\_\_\_

DATE OF COMPLETION: \_\_\_\_\_ GUARANTEE EXPIRATION DATE: \_\_\_\_\_

## THE GUARANTEE/SOLE AND EXCLUSIVE REMEDY

GAF MATERIALS CORPORATION ("GAF") guarantees to you, the original owner of the building described above, that GAF will provide "Edge To Edge" protection by repairing leaks through the GAF roofing membrane, liquid applied membrane or coating, base flashing, high wall waterproofing flashing, insulation, expansion joint covers, preflashed accessories and metal flashings used by the contractor of record that meet SMACNA standards (the "GAF Roofing Materials") resulting from manufacturing defects, ordinary wear and tear or workmanship in applying the GAF Roofing Materials.

There is no dollar limit on covered repairs. Leaks caused by any materials other than those listed above, such as the roof deck, non-GAF insulation, or any other materials used in the construction of the roof system, are not covered.

## GUARANTEE PERIOD

This guarantee ends on the expiration date listed above. **NOTE:** Lexsuro® flashings are covered by this guarantee only for the first ten years.

## OWNER'S RESPONSIBILITIES

### Notification of Leaks

In the event of a leak through the GAF Roofing Materials, you must make sure that GAF is notified directly about the leak, in writing, within 30 days by email (preferred) at [guaranteeservices@gaf.com](mailto:guaranteeservices@gaf.com), or in writing to Guarantee Services Department, 1361 Alps Road, Bldg. 11-1, Wayne, New Jersey 07470, or GAF will have no responsibility for making repairs. **NOTE:** The roofing contractor is NOT an agent of GAF; notice to the roofing contractor is NOT notice to GAF.

By notifying GAF, you authorize GAF to investigate the cause of the leak. If the investigation reveals that the leak is not covered by this guarantee, you agree to pay an investigation cost of \$500. This guarantee will be cancelled if you fail to pay this cost within 30 days of receipt of an invoice for it.

### Preventative Maintenance and Repairs

A. In order to maximize the trouble-free performance of your roof, you must perform regular inspections and maintenance and keep records of this work.

B. To keep this guarantee in effect, you must repair any conditions in the building structure or roofing system that are not covered by this guarantee but that GAF concludes may be threatening the integrity of the GAF Roofing Materials (e.g., porous walls allowing water entry into the roofing system).

C. You may make temporary repairs to minimize damage to the building or its contents in an emergency, at your sole expense. These repairs will not result in cancellation of the guarantee as long as they are reasonable and customary and do not result in permanent damage to the GAF Roofing Materials.

D. Any equipment or material that impedes any inspection or repair must be removed at your expense so that GAF can perform inspections or repairs.

## EXCLUSIONS FROM COVERAGE

(e.g., items that are not "ordinary wear and tear" or are beyond GAF's control)

This guarantee does NOT cover conditions other than leaks. This guarantee also does not cover leaks caused by the following:

1. Inadequate roof maintenance, that is, the failure to follow the Scheduled Maintenance Checklists provided with this guarantee (extra copies available by calling Guarantee Services at 1-800-ROOF-411).
2. Unusual weather conditions or natural disasters including, but not limited to, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes, unless specifically covered under this guarantee.
3. Damage to the roof constructed of the GAF Roofing Materials due to:  
(a) movement or cracking of the roof deck or building; (b) improper installation or failure of any non-GAF insulation or materials; (c) infiltration or condensation of moisture through or around the walls, copings, building structure or surrounding materials except where high wall GAF waterproofing flashings are installed; (d) chemical attack on the membrane, including, but not limited to, exposure to grease or oil; or (e) the failure of wood nailers to remain attached to the structure.
4. Traffic of any nature on the roof unless using GAF walkways applied in accordance with GAF's Application and Specifications Manual.
5. Blisters in the GAF Roofing Materials that have not resulted in leaks.
6. Changes in the use of the building or any repairs, modifications or additions to the GAF Roofing Materials after the roof is completed, unless approved in writing by GAF.
7. Exposure to post-installation sustained temperatures in excess of 160°F.
8. Any condition (e.g., base flashing height or lack of counterflashing) that is not in accordance with GAF's Application and Specifications Manual or any deviation or modification from any specification published in the Manual, unless specifically authorized by a GAF Contractor Services Manager or Director in writing.

No representative, employee or agent of GAF has the authority to assume any additional liability or responsibility for GAF, except in writing signed by an authorized GAF Contractor Services Manager or Director. **NOTE:** Any inspections made by GAF are limited to a surface inspection only, are for GAF's sole benefit, and do not constitute a waiver of any of the terms and conditions of this guarantee.

## TRANSFERABILITY

You may transfer or assign this guarantee to a subsequent owner of this building for the remaining term only if: 1) the request is in writing to GAF at the address listed below within 60 days after ownership transfer; 2) you make any repairs to the GAF Roofing Materials or other roofing or building components that are identified by GAF after an inspection as necessary to preserve the integrity of the GAF Roofing Materials; and 3) you pay an assignment fee of \$500. This guarantee is NOT otherwise transferable or assignable by contract or operation of law, either directly or indirectly.

## LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS GUARANTEE IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty or any other theory. In NO event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this Guarantee shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This Guarantee shall be governed by the laws of the State of New Jersey, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the identified courts above.

**NOTE:** This Guarantee becomes effective only when all bills for installation and supplies have been paid in full to the roofing contractor and materials suppliers, and the Guarantee charge has been paid to GAF Materials Corporation.

This guarantee must have a raised seal to be valid.

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GAF MATERIALS CORPORATION  
1361 ALPS ROAD, BUILDING 11-1  
WAYNE, NJ 07470

By \_\_\_\_\_  
Authorized Signature Date





## EverGuard® Diamond Pledge™ “NDL” Roof Guarantee With True “Edge-To-Edge” Coverage

GAF's EverGuard® Diamond Pledge™ NDL Roof Guarantee provides you with comprehensive system protection so that if your roof membrane system leaks from either material defects or application errors, the costs of repair are 100% covered!

	<b>“Typical” Ltd. Product Warranty</b>	 <b>Material Defects &amp; Workmanship Errors</b>
What Does The Guarantee Cover?	<b>Material Defects Only</b>	
Covers Entire System, Including Accessories & GAF Insulation?	<b>No</b>	<b>Yes</b>
Unlimited Dollar Amount For Covered Repairs?	<b>No</b>	<b>Yes</b>
Coverage Period?	<b>5-10 Years</b>	<b>5-25 Years</b> (Up to 31% years with the Well Roof™ Advantage*)
Well Roof™ Advantage Available? (FREE 25% Coverage Extension)*	<b>No</b>	<b>Yes</b>
Fast Track™ 24-Hour Rapid Leak Repair Available?**	<b>No</b>	<b>Yes</b>
Includes Replacement Material?	<b>Yes, Pro-rated Based On Use</b>	<b>Yes, 100%</b>
Includes Cost Of Labor To Correct Problem?	<b>No</b>	<b>Yes</b>
Who Can Offer Guarantee?	<b>Anyone</b>	<b>GAF Master &amp; Master Select™ Certified Contractors</b>
Is Guarantee Transferable To Next Owner?	<b>No</b>	<b>Yes</b>
Metal Flashings Including “Custom Fit” Covered?	<b>No</b>	<b>Yes</b>
High Wind Coverage Available?	<b>No</b>	<b>Yes</b>

\*Please see Well Roof™ Advantage brochure for complete requirements.

\*\*Note: 24-hour response time may only be available during normal business hours.

### Eligibility Requirements for the EverGuard® Diamond Pledge™ NDL Guarantee

1. Your roof must be installed by a GAF Master Select™ or Master roofing contractor certified in the single ply technology.
2. The roofer must follow GAF's procedures for guarantee issuance, including notifying GAF of the need for a guarantee before roofing commences.
3. You must use GAF products in conjunction with the single ply technology.



**Quality You Can Trust Since 1886...From  
North America's Largest Roofing Manufacturer**

# CARLISLE GOLDEN SEAL TOTAL ROOFING SYSTEM WARRANTY

SERIAL NO.

DATE OF ISSUE:

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:

DATE OF ACCEPTANCE BY CARLISLE:

# SAMPLE

Carlisle Roofing Systems, Inc., warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Golden Seal™ Total Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing applicator for a period of ( ) years commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond ( ) years subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following Carlisle brand materials: Membrane, Flashings, Counterflashings, Adhesives and Sealants, Insulation, Recovery Board, Fasteners, Fastener Plates, Fastening Bars, Metal Edging, Metal Termination Bars, and any other Carlisle brand products utilized in this installation.

## TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Carlisle with written notice within thirty (30) days of the discovery of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
2. If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.
3. This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred:
  - (a) The Carlisle Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of peak gust speeds of ( ) mph or higher measured at 10 meters above ground; or
  - (b) The Carlisle Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
  - (c) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
  - (d) Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System.
4. This Warranty shall be null and void if any of the following shall occur:
  - (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlisle; or
  - (b) Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Information sheet which accompanies this Warranty.
5. Only Carlisle brand insulation products are covered by this warranty. Carlisle specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Carlisle brand insulation products.
6. During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.
7. Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.
8. Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
9. Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological agents.
10. Carlisle shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
11. This warranty is not assignable by operation of law or otherwise. Application may be made by a new building owner for reissuance of the warranty during the original warranty period. Certain procedures including, but not limited to, an inspection of the Roofing System by a Carlisle representative and fees will apply to any reissuance. Carlisle reserves the right, in its sole discretion, to refuse to reissue this warranty.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

**Investing in Roofing Solutions for Over 45 Years**

800-4-SYNTEC • P.O. Box 7000 • Carlisle, PA 17013 • Fax: 717-245-7053 • [www.carlisle-syntec.com](http://www.carlisle-syntec.com)  
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**CARLISLE**  
Carlisle SynTec

WA-F0001 (12/07)



# Sika Sarnafil Inc.

World Class Roofing and Waterproofing

## 20 Year System Warranty

Warranty Serial No.: SAMPLE

### SIKA SARNAFIL ROOFING WARRANTY FOR COMMERCIAL BUILDING

Building Owner: SAMPLE  
Building Name: SAMPLE  
Building Address: SAMPLE  
Date of Substantial Completion: SAMPLE  
Date of Inspection: SAMPLE  
Contractor: SAMPLE

Used as: SAMPLE  
Area Warranted: SAMPLE sq. ft.  
By: SAMPLE  
Telephone: SAMPLE

Sika Sarnafil Inc. ("Sika Sarnafil"), warrants to the owner of the building described above ("Owner"), that subject to the terms, conditions, and limitations stated herein, Sika Sarnafil will repair leaks originating from the Sarnafil Roofing Membrane, Sarnatherm Insulation or Sika Sarnafil Roofing Accessories installed according to Sika Sarnafil's Technical Instructions by a Sika Sarnafil Authorized Roofing Applicator for a period of 20 (twenty) years commencing with the date of substantial completion of the installation of the Roofing Membrane.

#### TERMS, CONDITIONS, LIMITATIONS

- Owner shall notify Sika Sarnafil on the first business day immediately following the discovery of each leak in the Roofing System and confirm in writing within one week.
- If on Sika Sarnafil's inspection, Sika Sarnafil determines that the leak is caused by a defect in Sarnafil's Roofing Membrane, Sarnatherm Insulation or Accessory provided by Sika Sarnafil to the Applicator for this building or from a defect in the Sika Sarnafil Authorized Applicator's workmanship applied to that Sarnafil Membrane, except as provided in the following paragraph three (3) Owner's remedies and Sika Sarnafil's liability shall be limited to Sika Sarnafil's repair of the Roofing Membrane, Sarnatherm Insulation or Accessory.
- This warranty does not apply and may be null and void if any of the following occur:
  - The Roofing Membrane or Accessory is damaged by a natural disaster including, but not limited to, earthquake, lightning, hail, windstorm in excess of sixty mph, hurricane, or tornado, or;
  - The Roofing Membrane or Accessory is damaged by any act of negligence, accident, or misuse including, but not limited to, vandalism, falling objects, civil disobedience, or act of war, or;
  - A deficient pre-existing condition or equipment is causing water entry, or
  - There are any alterations or repairs made on or through the completed roof, or objects such as but not limited to fixtures, equipment, or structures are placed on or attached to the completed roof without first obtaining written authorization from Sika Sarnafil, or;
  - Failure by the Owner or his lessee to use reasonable care in maintaining the roof as described in the Owner's Guide provided with this warranty, including that of sealants and caulking, or;
  - A significant change in the use of the building by the Owner or his lessee expected by Sika Sarnafil to effect the Roofing Membrane as originally installed, or;
  - Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind blown objects, or;
  - Should building be a freezer or cooler; condensation accumulates in the roof assembly due to incorrect design or due to a reduction in the vapor barrier effectiveness, or;
  - The Owner fails to comply with every term and condition stated herein.
- During the period of this warranty, Sika Sarnafil, its agents and employees, shall have free access to the roof during regular business hours.
- Should the Roofing Membrane be concealed, the cost of exposure of the Roofing Membrane for purposes of Sika Sarnafil's investigation and/or repair, such as removal and replacement of any paving or overburden, shall be the Owner's responsibility.
- Sika Sarnafil shall have no obligation under this warranty until all invoices for materials, installation and services have been paid for in full.
- Sika Sarnafil's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
- This warranty is extended solely and exclusively to the owner of the Building at the time the Sarnafil Roofing System is installed. It does not extend nor is it otherwise assignable or transferable to any other party unless approved in advance and in writing by Sika Sarnafil and the costs to process the transfer and to inspect and repair the Sika Sarnafil Roofing System, if necessary, are paid for by the original owner.
- The Owner and Sika Sarnafil hereby agree that any and all claims (contractual, statutory, common law or otherwise), disputes, or suits that in any way, directly or indirectly, arise out of or relate to this Warranty, or the alleged breach thereof, or to any contracts between the owner and Sika Sarnafil, or the alleged breach thereof, or to the design, manufacture, sale, distribution, installation, and/or inspection of the Sika Sarnafil Roofing System, shall first be submitted to non-binding mediation before a neutral mediator jointly selected by the parties or, in the absence of agreement, as designated by the American Arbitration Association. In the absence of resolution by mediation, all such claims shall be settled by arbitration by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules. Any such mediation and/or arbitration shall take place in Boston, Massachusetts. This Warranty, and any claims, disputes or suits between the parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Massachusetts.
- THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE REMEDIES STATED HEREIN ARE EXCLUSIVE REMEDIES AND SIKA SARNAFIL SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING THE PRESENCE OF MOLDS, FUNGI, BACTERIA, SPORES, MYCOTOXINS OR THE LIKE OR FURTHER LOSS OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO, DAMAGE TO THE BUILDING ON WHICH THE COMPONENTS OF THE ROOF ARE SITUATED, DAMAGE TO THE CONTENTS THEREOF, LOSS OF USE OF THE BUILDING OR ANY COMPONENT PART THEREOF, OR DAMAGE TO ANY OTHER PROPERTY OR PERSONS.**

NO REPRESENTATIVE OF SIKA SARNAFIL HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

Issued By: SAMPLE

This Warranty is effective from: SAMPLE

Authorized  
Signature: SAMPLE

Title: SAMPLE Date: SAMPLE

Through: SAMPLE



Sika Sarnafil Inc., 100 Dan Road, Canton, MA 02021  
Tel.: 1-800-451-2502, Fax: 828-5365

**Sarnafil®**

# Petersen Standing Seam Manufactures Warranty

## LIMITED WARRANTY AGREEMENT FOR WEATHER-TIGHTNESS LIMITED WARRANTY

THIS LIMITED WARRANTY AGREEMENT, dated \_\_\_\_\_, sets forth the understanding and agreement between the parties concerning the limited warranty with respect to the following:

BUILDING OWNER:  
BUILDING TYPE:  
BUILDING LOCATION:  
JOB NUMBER:  
ROOFING SYSTEM TYPE:  
DATE OF COMPLETION:  
CONTRACT AMOUNT (material and installation only):  
WARRANTY TYPE: Full System (excluding gutters, downspouts,  
Vented Flashings)

PETERSEN ALUMINUM CORPORATION ("PAC") and the Roofing Contractor whose signature appears below ("Roofing Contractor") severally warrant to the above-named Building Owner ("Owner") that subject to all terms, conditions, limitations, allocations, and responsibilities stated herein, PAC's materials and workmanship and Roofing Contractor's workmanship in installing the PAC Roofing System ("Roofing System") on the above-named building will be adequate to prevent leaks for (XX) years commencing with the above date of completion of installation of the subject Roofing System.

### Limited Warranty Terms and Conditions

1. This warranty will be fully satisfied by repair of the Roofing System, and any such repair shall be subject to this limited warranty against leaks only for any then remaining balance of the original XX-year warranty period. PAC and Roofing Contractor's aggregate total cumulative liability under this XX-year Weather-tightness Limited Warranty is limited to an amount equal to the sum of the price paid by Owner to PAC for materials furnished by PAC plus the price paid by Owner to the Roofing Contractor for the installation of those materials.
2. If upon PAC's inspection, PAC determines that the leaks in the Roofing System are caused by defects in the PAC Roofing System's material or in the workmanship of Roofing Contractor, Roofing System repair obligations shall then arise in accordance herewith, but Owner's remedies and PAC's and Roofing Contractor's liability shall in any event be limited to repair of the Roofing System, subject to the cost limitations set forth above. Otherwise, neither PAC nor Roofing Contractor shall have any liability hereunder.
3. Neither PAC nor Roofing Contractor shall have any liability

or responsibility under or in connection with either this XX-year Weather-tightness Limited Warranty or for leaks in the Roofing System, or otherwise, if any one or more of the following shall occur:

- a. deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water;
  - b. corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, paper plant, and the like;
  - c. deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building;
  - d. damage caused by worker(s) on the roof;
  - e. damage to the Roofing System caused by natural disasters, including, but not limited to, lightning, or any strong wind, hurricane, fire, explosion, tornado, or earthquake or other accident or casualty;
  - f. failure by any contractor or subcontractor to follow PAC's recommended installation instructions for the layout, design and erection of the Roofing System, or other faulty or improper installation, (provided that if the faulty or improper installation is by Roofing Contractor, then only PAC shall be relieved of liability hereunder);
  - g. if, after installation of the Roofing System by Roofing Contractor, there are any alternations, such as, but not limited to, structural changes involving the Roofing System, or by structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from PAC;
  - h. if there is any failure by the Owner or Lessee or other occupant or user to use reasonable care in maintaining the roof;
  - i. if Owner fails to comply with every term and/or condition stated in this Limited Warranty Agreement;
  - j. improper fabrication in the event fabrication is by other than PAC;
  - k. damage as a result of standing water in non-vertical application:
    - l. improper job site handling or storage (which includes failure to permit drainage of standing water);
    - m. vandalism, falling objects, civil commotions or acts of war, atomic radiation, acts of God, or other such similar or dissimilar occurrences beyond PAC's control.
4. Notwithstanding any other provision of this Limited Warranty Agreement, PAC shall not have any liability or responsibility at any time for, or as a consequence of, any condensation of underside corrosion which is, or was caused at any time, wholly or in part, by any condensation resulting from either or both of the following:



- i. The use of any inadequate vapor barrier where the insulation is installed immediately beneath the roof panels. An adequate vapor barrier is defined as one which has a perm rating greater than .05 or less with sealed joints and perimeter.
  - ii. The inadequate ventilation of the attic space between a roof panel and insulation, when insulation is installed directly on top of an existing roof.
5. PAC shall not have any liability or responsibility under or in connection with either this Limited Warranty Agreement or for the Roofing System in the event of a failure by any contractor or subcontractor to use only roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips, and flashing provided by PAC or such substitutes therefor approved by PAC in writing prior to their use.
6. PAC shall not have any obligation under this Weather-tightness Limited Warranty Agreement until final drawings of the completed roof are submitted to PAC by the roofing Contractor and accepted in writing by PAC. Such drawings must show the exact number, size and location of all roof penetrations and roof top equipment. Photos of the roof should accompany the drawings.
7. Neither PAC nor Roofing Contractor shall have any obligation under this Weather-tightness Limited Warranty Agreement until all bills for installation, supplies, and services have been paid in full to each of PAC, Roofing Contractor, and each material supplier, including the payment to PAC of the additional cost of this Limited Warranty.
8. Neither PAC's nor Roofing Contractor's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of any such provision or of the right thereafter to exercise any right granted thereunder.
9. This Weather-tightness Limited Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the terms or conditions stated herein. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY ALL OF THE PARTIES HERETO AND EXCLUDED FROM THIS XX-YEAR WEATHER-TIGHTNESS LIMITED WARRANTY. NEITHER PAC NOR ROOFING CONTRACTOR ASSUMES ANY LIABILITY FOR, AND THIS WARRANTY DOES NOT COVER, CONSEQUENTIAL DAMAGES OF ANY KIND WHICH RESULT FROM ANY FAILURE OF, USE OR MISUSE OF THE ROOFING SYSTEM. THIS IS THE ENTIRE WARRANTY AGREEMENT AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE BY EITHER PAC OR THE ROOFING CONTRACTOR.
10. If the subject roof is covered by products of more than one roofing products manufacturer, this Limited Warranty Agreement applies only to those portions of such roof which are covered solely by PAC-manufactured products.

11. Roofing installation must be supervised by an individual who has been approved in writing by PAC.
12. This Limited Warranty is intended only for use when reroofing an existing building and for new roof applications on conventional construction, and is not applicable when the roofing material is installed over new, pre-engineered metal building structures.
13. Roof panels must be made of a material which carries a 20-year durability warranty from PAC.
14. Any claim hereunder for leakage must be presented to PAC in writing within the warranty period and, in each case, within (30) days after discovery of the leak. Failure to do so shall automatically render this warranty void. The Owner must allow representatives of PAC reasonable opportunity to inspect the material claimed to be defective prior to removal or repair. If, after inspection of the material, the determination is made that the claim is valid, PAC will repair, restore, or replace, at PAC's discretion, the defective product. PAC shall, at its option, have the right to negotiate and approve any contract or arrangement pursuant to which any replacement, repair, or restoration covered by this warranty is to be done. PAC reserves the right to discontinue items in its product line. Should the product covered under this warranty be discontinued, PAC shall have the right to substitute a product of equal quality and price at its discretion. It is understood that normal exposure to the elements may preclude a perfect color match with replacement material. Refinishing shall be performed by using standard finishing practices and materials as selected by PAC. The warranty on any refinished or replaced product supplied hereunder shall be for the remainder of the original warranty period.
15. PAC and Roofing Contractor SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, DAMAGE OR LOSS TO OWNER'S BUILDING, ITS CONTENTS OR OTHER MATERIALS, OR CLAIMS OF THIRD PARTIES, RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING LEAKS IN THE ROOFING SYSTEM. PAC OR ROOFING CONTRACTOR'S LIABILITY FOR ANY CAUSE OF ACTION, WHETHER BASED ON NEGLIGENCE, CONTRACT OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF EITHER THE COST OF REPAIRING DEFECTIVE MATERIALS ON SITE, OR THE UNUSED BALANCE OF PAC'S AND ROOFING CONTRACTOR'S AGGREGATE CUMULATIVE LIABILITY HEREUNDER AS PROVIDED IN PARAGRAPH 1 HEREOF. IT IS EXPRESSLY AGREED THAT THE REMEDIES UNDER THIS AGREEMENT SHALL BE EXCLUSIVE.
16. This Warranty is given to the above named Owner only, and is not transferable.
17. Notwithstanding any other portion of this Agreement, it is specifically agreed that the aggregate total cumulative liability of PAC and Roofing Contractor hereunder shall be at all times limited to the lesser of either
  - a. the unused balance of PAC's and Roofing Contractor's

- cumulative liability hereunder as provided in Paragraph 1 hereof, or
- b. the direct cost of refinishing, replacing or otherwise repairing the portion of the Roofing System evidencing failure.

The respective responsibilities of PAC and Roofing Contractor hereunder shall be as follows: During the first two (2) years plus any applicable extension period(s), Roofing Contractor shall be solely liable for all such costs and expenses of repair, refinishing or replacement of the Roofing System as are covered hereunder. In the event that a roof repair is necessary during the first two-year period, or any extension thereof, then Roofing Contractor's liability (which shall be exclusive and in lieu of all PAC liability during such period and any extensions thereof) shall be extended for a two-year period from the date of the last such repair.

After the expiration of such two-year period and all applicable extensions thereof, Roofing Contractor shall have no further liability hereunder. Thereafter, PAC shall be liable for, and its liability shall be limited to, the prorated portion of such costs and expenses of the repair, refinishing, or replacement of the Roofing System as are covered hereunder, which proration is stated in the following table:

Years after installation date in which failure occurs.	Percentage of the covered costs and expenses which PAC will pay provided that Roofing Contractor's initial 2-year period and all extensions thereof have expired.
2 but less than 5	100%
5 but less than 6	90%
6 but less than 7	80%
7 but less than 8	70%
8 but less than 9	60%
9 but less than 10	50%
10 but less than 12	40%
12 but less than 14	30%
14 but less than 17	20%
17 but less than 20	10%

18. The Warranty expressed herein shall become effective only upon the execution hereof by PAC, the Roofing Contractor, and the Owner named above. This agreement contains the entire agreement of the parties with respect to the subject matter hereof. This Agreement can only be changed or amended in writing executed by all parties hereto.
19. This Agreement shall be governed by the laws of the State of Illinois.

**PETERSEN ALUMINUM CORPORATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREE TO:  
BUILDING OWNER:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED TO:  
ROOFING CONTRACTOR:**

By: \_\_\_\_\_

Title: \_\_\_\_\_



March 2014

Randy Purkey  
Seamless Systems, Inc.  
5571 Universal Dr.  
Memphis, TN 38118



Dear Randy,

On behalf of Carlisle SynTec, I would like to congratulate you and everyone at Seamless Systems, Inc. for recently receiving Carlisle's 2014 Excellence in Single-Ply (ESP) award. One of the most prestigious awards in the commercial roofing industry, ESP was created 17 years ago to identify and reward Carlisle's most successful contractors. ESP status is given out annually to a small percentage of Carlisle's most dedicated and professionally minded applicators. Selection into this elite group is based on a company's volume and quality of Carlisle single-ply roofing systems.

Seamless Systems, Inc. has installed and warranted 8,869,786 square feet of Carlisle's single-ply roofing systems over the years and has completed 159 Perfect 10 installations as judged by Carlisle's final inspection process. It is obvious that your company is committed to installing Carlisle's roof systems with the utmost care. Your continued support of the Carlisle brand is greatly appreciated.

It is this dedication to quality, coupled with the sheer volume of your installations that has allowed Seamless Systems, Inc. to receive the ESP distinction. You are one of a select group of authorized applicators that has received this honor, solidifying your elite status within our contractor recognition program.

Carlisle is grateful for the strong partnership we share with Seamless Systems, Inc. and we appreciate the hard work and dedication you have put forth, not only in 2013, but in previous years as well. Once again, I would like to congratulate you on your latest achievement and wish you the best moving forward.

Sincerely,

A handwritten signature in black ink that reads "Nick Shears".

Nick Shears  
Vice President  
Sales & Marketing



Media Contact:  
Annie McCarren  
717-960-4420  
annie.mccarren@carlisleccm.com

### **Carlisle SynTec Systems Honors Seamless Systems, Inc. With Perfection Award**

(Carlisle, Pa.) – Carlisle SynTec Systems, a leading manufacturer of single-ply roofing materials, recently honored Seamless Systems, Inc. with its 2015 Perfection Award. Each year, Carlisle presents this award to a small percentage of its top contractors who are selected based on exceptional installation quality and warranty claim performance.

“Carlisle is happy to recognize Seamless Systems’ dedication to excellence with this Perfection Award,” said Nick Shears, Carlisle Construction Materials’ Vice President of Sales and Marketing. “Contractors who receive this award have consistently demonstrated high levels of skill and expertise, but what truly sets them apart is their commitment to perfection on every installation. Seamless Systems is an outstanding example of this mentality,” Shears continued.

The Perfection Award is a distinction that recognizes the top five percent of Carlisle’s contractors annually. To qualify, a contractor must, for each of the past seven years, have completed a minimum of 125,000 warranted square feet of Carlisle work on a minimum of five jobs per year. Recipients are then selected based on installation quality and warranty claim performance.

**About Carlisle SynTec Systems:** Carlisle SynTec Systems, headquartered in Carlisle, Pa., has been manufacturing single-ply membrane roofing systems for more than half a century. Carlisle SynTec Systems is a business segment of Carlisle Construction Materials and has manufacturing facilities in Carlisle, Pa.; Greenville, Ill.; Senatobia, Miss.; and Tooele, Utah. For more information, call 800-479-6832 or visit [www.carlisesyntec.com](http://www.carlisesyntec.com).

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### **Seamless Systems, Inc. Approved as Sika Sarnafil Elite Roofing Contractor**

Fort Smith, AR – January 2015 – Sika Sarnafil has approved **Seamless Systems, Inc.** as an Elite level roofing contractor for installation of Sika Sarnafil roofing systems. The company is among a selected group of roofing contractors recognized for their commitment to high quality roofing installations.

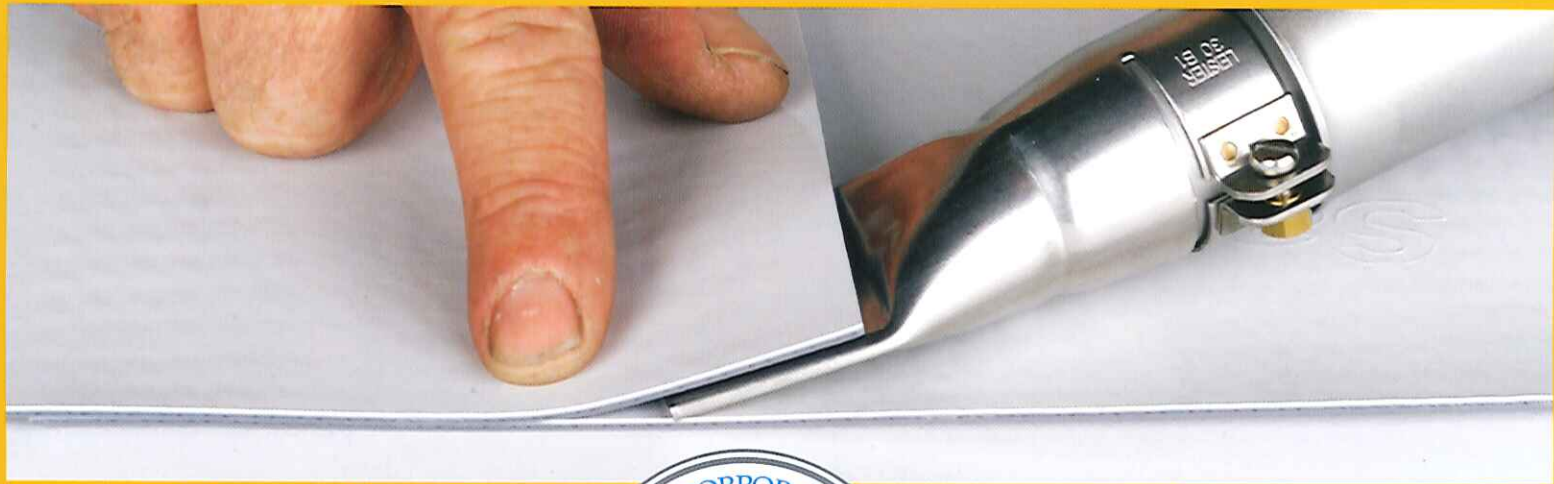
Every Sika Sarnafil approved contractor goes through a rigorous training and evaluation program to assure that they meet Sika Sarnafil's high standards. In addition, each contractor is evaluated and rated annually on a variety of technical and business criteria and classified into one of three categories – Elite, Alliance and General – with Elite being the highest level of achievement.

"We are pleased to recognize «Company» as a Sika Sarnafil Elite Roofing contractor," said Brian Whelan, senior vice president of Sika Sarnafil. "Elite level roofing contractors are the best in the business, having demonstrated an unparalleled commitment to quality and the roofing industry."

For information on the roofing services of **Seamless Systems, Inc.**, call **479-648-0037**.

Sika Sarnafil has more than 50 years of experience in providing thermoplastic, single ply membranes for a wide range of roofing and plaza deck waterproofing applications. The company is known for its high quality, long lasting membranes and systems that help building owners achieve a sustainable roofing solution. Sika Sarnafil is a division of Sika Corporation. Visit the Sika Sarnafil website at [usa.sarnafil.sika.com](http://usa.sarnafil.sika.com).





# CHOOSING A SIKA SARNAFIL AUTHORIZED ROOFING CONTRACTOR

Your roofing investment is an important consideration. You want a roofing system that will perform worry-free for years into the future. That's why you have selected a roof system from Sika Corporation. But your decision doesn't end there. The performance of your roof is also dependent on the capability and expertise of the roofing contractor. Choosing a Sika Sarnafil Elite Partner contractor is your best assurance of a high quality installation.

## Sika Sarnafil Elite Partner Contractors are the Best of the Best

Every Sika®-authorized contractor goes through a rigorous training and evaluation program to assure that they meet Sika's high standards. In addition, each contractor is evaluated and rated annually on a variety of technical and business criteria.

Based on their rating on these criteria, they are classified into one of three categories – Elite, Alliance, and General – with Elite being the highest level of achievement. Sika Sarnafil Elite level applicators are the best in the business, having demonstrated an unparalleled commitment to quality and the roofing industry. You will have peace-of-mind when you choose to use a Sika roofing system and an Elite partner contractor.

## The Sika Sarnafil Milestone Management Process™

A high quality roofing or waterproofing application requires a partnership of a roofing manufacturer and contractor working together to deliver proven materials, expert design assistance and skillful workmanship. The Sika Sarnafil Milestone Management Process integrates all three aspects into every phase of every project for comprehensive quality control.

When you install a Sika roofing or waterproofing system, you're not simply buying a membrane, you're buying a total system solution from a proven team. Our Milestone Management process is your guarantee of superior quality, precision installation and unrivaled reliability.



*State of Arkansas*  
**Commercial Contractors Licensing Board**

SEAMLESS SYSTEMS, INC.  
5571 UNIVERSAL DR  
MEMPHIS, TN 38118

SEAMLESS SYSTEMS, INC.

**This is to Certify That** \_\_\_\_\_

is duly licensed under the provisions of Act 150 of the 1965 Acts as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

**SPECIALTY**

Roofing, Roof Decks

Special Coatings or Applications, Caulking, Waterproofing

with the following suggested bid limit Unlimited

from July 24, 2015 until July 31, 2016

when this Certificate expires.

*Witness our hands of the Board, dated at North Little Rock, Arkansas:*



*[Signature]*

CHAIRMAN

*[Signature]*

SECRETARY

July 24, 2015 - da

Janis Hubbard  
Administrator



Mary Fallin  
Governor

**State of Oklahoma  
Construction Industries Board**



RANDY L PURKEY  
SEAMLESS SYSTEMS, INC  
5571 UNIVERSAL DR  
MEMPHIS, TN 38118

Date: 06/01/2015 - Registration Number: 80000508

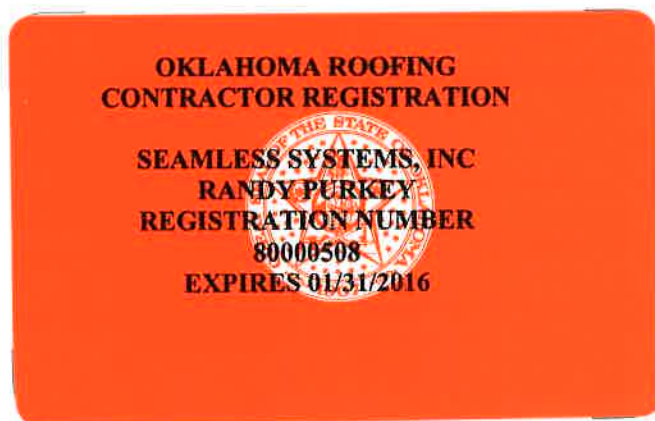
**IMPORTANT:** This card contains your registration number and is proof of your authorization to do business in Oklahoma as a Roofing Contractor.

You are responsible for complying with the Roofing Contractor Registration Act (59 O.S. § 1151.1, *et seq.*) and the Roofing Contractor Registration Regulations (OAC 158:85). You may view these, as well as other helpful information, on the CIB web page at: [www.cib.ok.gov](http://www.cib.ok.gov).

As a registered roofing contractor, you are required to display your CIB issued roofing contractor registration number and endorsement, if any, issued pursuant to the Roofing Contractor Registration Act at job sites and on vehicles, business signs and cards, correspondence, and contracts used to solicit and conduct roofing services in this state. Rubber stamps on your cards, correspondence, and other documents will be sufficient while you use existing printed material.

Some Oklahoma municipal and county jurisdictions require a permit for roofing work and may ask for your roofing contractor registration number when you apply for their permit.

Contact us at: (405) 521-6550 or Toll Free (877) 484-4424 for immediate assistance.





# Seamless Systems Inc

has achieved the status of  
Master Select Commercial Roofing Contractor for GAF,  
North America's largest roofing manufacturer.



Only 1% of the roofing contractors in the U.S. have achieved Master Select status!  
Based on their uncompromising commitment to installation excellence and continuous education,  
they have pledged to insure that each customer receives their "best and safest choice" in roofing.

GAF License # 22854

Valid Through 10/2014



A handwritten signature in blue ink, reading "Robert B. Tafaro".

Robert B. Tafaro,  
President and CEO, GAF

A handwritten signature in blue ink, reading "James R. Slauson".

James R. Slauson,  
Vice President, Certified Program and Services, GAF

Novemeber 21, 2013

Duane Logsdon  
Seamless Systems, Inc.  
5706 South 73rd Place  
Fort Smith, AR 72903

To Whom It May Concern:

This letter is to confirm that Seamless Systems, Inc. located in Fort Smith, AR is a Carlisle Authorized Applicator.

If you should have any further questions, please feel free to contact me.

Sincerely,



Stephen F. Schwar  
Director, National Sales

/ems

# Sika Sarnafil Inc.

*World Class Roofing and Waterproofing*

Duane Logsdon  
Seamless Systems, Inc. of Fort Smith  
5707 South 73rd Place  
Fort Smith, AR 72903

Re: Sarnafil Approved Applicator

Dear Mr. Logsdon:

Please use this letter as verification that Seamless Systems, Inc. of Fort Smith is a Sarnafil Approved and Trained Applicator. Your company has been very active in the promotion and installation of our roofing products and systems for over ten years. During this time period, your company has averaged over 50,000 square feet per year of Sarnafil installations.

For any Sarnafil project, we are very confident Seamless Systems, Inc. of Fort Smith of being extremely knowledgeable of installing any of our roofing systems, i.e. adhered or mechanically attached. We have found Seamless Systems, Inc. of Fort Smith has the manpower and equipment to successfully complete a Sarnafil roofing project on time. It is commendable also to note, your company has been able to maintain a good working force, with some of the workers becoming "long-term" employees with your company. You should be proud to know your employees have developed an image for your company of being dependable, proficient, and possess exceptional-quality in the roofing industry.

I would highly recommend the utilization of your company for any Sarnafil roofing project. Should anyone question your company's capability of installing any of Sarnafil's roofing systems, please have the interested party contact our corporate office or myself.

Sincerely,  
Sarnafil Inc.



Rick Chappell  
Southwest Region District Manager



Sika Sarnafil Inc., 3727 Greenbriar, Suite 404, Stafford, TX 77477  
Tel.: 1-281-325-0182, Fax: 281-325-0185, [www.sikacorp.com](http://www.sikacorp.com)

**Sarnafil®**





Seamless Systems, Inc.  
5706 South 73<sup>rd</sup>. Place  
Fort Smith, AR. 72903

Ref: Approved Applicator Letter

To Whom It May Concern:

Seamless Systems, Inc. of Fort Smith, Arkansas is an approved contractor for installation of Petersen Aluminum Corporation's Standing Seam Panels, Coping Systems, and Gravel Stops. They have proven that their workmanship is of the highest quality on numerous projects.

They qualify for all watertightness warranties including our 20 year No Dollar Limit warranties.

Sincerely,

  
Mark Humphrey

**Petersen Aluminum Corporation**

10551 PAC Road  
Tyler, TX 75707

tel: 800 441 8661  
fax: 903 581 8592

visit our website @ [www.pac-clad.com](http://www.pac-clad.com)



August 12, 2015

TIPS Cooperative  
David Made, National Coordinator  
Region VIII Education Service Center  
4845 US Highway 271 North  
Pittsburg TX 75686

**Re:** Seamless Systems, Inc.

To Whom It May Concern:

It has been the privilege of **Harris Madden & Powell, Inc.** and **North American Specialty Insurance Company** to provide surety bonds on behalf of **Seamless Systems, Inc.** for over ten years, during which time **Seamless Systems, Inc.** has performed and we have issued performance and payment bonds for contracts valued in the range of **\$1,500,000.00**. In our opinion, **Seamless Systems, Inc.** remains properly financed, well equipped, and capably managed.

At the present time, **North American Specialty Insurance Company** provides a \$1,500,000 single project / \$2,500,000 aggregate surety program to **Seamless Systems, Inc.** As always **North American Specialty Insurance Company** reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to TIPS Cooperative or its affiliates if for any reason we do not execute such bonds.

**North American Specialty Insurance Company** is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated **A+** by A.M. Best Company.

Very truly yours,

**North American Specialty Insurance Company**

A handwritten signature in black ink that reads 'Ric Stallings'. The signature is written in a cursive, slightly stylized font.

By: \_\_\_\_\_  
Ric Stallings, Attorney-in-Fact