

# TIPS VENDOR AGREEMENT (JOC)

Between F.W. Walton, Inc. and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for TIPS RCSP 200201 Trades, Labor and Materials (JOC)

### General Information

The Vendor Agreement (“Agreement”) 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 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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.

The Vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, 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. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement 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 Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

## **Terms and Conditions**

### **Conflicts with RS Means Unit Price Book**

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

### **Freight**

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### **Warranty Conditions**

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

### **Customer Support**

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

### **Agreements**

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

### **Davis Bacon Act**

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

### **Other Wage Rates**

Other wage rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

### **Tax exempt status**

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

### **Disclosures**

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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 Agreement.

- 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 the TIPS program.
- 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 Agreement.

### **Term and Renewal of Agreements**

The Agreement with TIPS is for two (2) years with an option for renewal for additional two (2) consecutive one-year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute. The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "Termination for Convenience". The Second one-year renewal term is only if both Parties agree.

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

### **Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

### **Invoices**

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

### **Pricing**

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book

unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees

are recoverable by the prevailing party in any dispute resulting in litigation.

### **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 Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **Form of Agreement and Reporting**

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 to the TIPS Member. TIPS does not require a review of a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

## **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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

## **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

## **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 Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

### **Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement 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.

### **Survival Clause**

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably 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.

### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from

this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

### **Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

### **Bonding**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. 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 costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation 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 or Contract.

### **Professional Engineering and Architect's Services**

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

### **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 Agreement 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) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. 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 or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. 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 per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “Scheduling of Projects”.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, 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.

### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

### **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov’t Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles

for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85<sup>th</sup> Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85<sup>th</sup> Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

It is the intent of TIPS to award to reliable, high performance vendors 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.

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts 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 three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

# TIPS Vendor Agreement Signature Form

RFP 200201 Trades Labor and Materials (JOC)

Company Name F.W. Walton, Inc.

Address 8350 Mosley Road

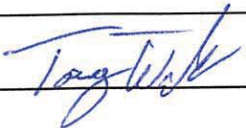
City Houston State TX Zip 77075

Phone 713-674-9777 Fax 713-910-3795

Email of Authorized Representative walton@fwwalton.com

Name of Authorized Representative Tony Walton

Title Vice President

Signature of Authorized Representative 

Date 4/2/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/23/2020

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



## 200201 Addendum 3 F.W. Walton, Inc. Supplier Response

### Event Information

Number: 200201 Addendum 3

Title: Trades, Labor and Materials (JOC)

Type: Request for Proposal

Issue Date: 2/6/2020

Deadline: 4/3/2020 03:00 PM (CT)

Notes: If your company currently has a Job Order Contracting (181101) **it is not necessary or beneficial to you to respond to this solicitation as your current contracts allow you to perform the same work as this new solicitation would permit.** Unless and if you wish to bid different terms, pricing or otherwise change from your existing contract, Job Order Contracting (181101), proposing on the current solicitation provides no additional benefits to your company.

Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This

RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations. If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

## **Contact Information**

Contact: Jensen Mabe, Construction Program Manager

Address: Region VIII Education Service Center  
4845

Pittsburg, TX 75686

Phone: +1 (903) 438-6237

Fax: +1 (866) 839-8472

Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## F.W. Walton, Inc. Information

Address: 8350 Mosley Road  
Houston, TX 77075

Phone: (713) 674-9777

Fax: (713) 910-3795

Email: walton@waltonroofing.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tony Walton

*Signature*

*Submitted at 4/2/2020 4:38:35 PM*

walton@fwwalton.com

*Email*

## Requested Attachments

### Vendor Agreement

Agreement\_JOC (2).pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form

Agreement.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### Pricing Spreadsheet

TIPS 200201 Pricing Form.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### RS Means Pricing Form JOC

Pricing Exhibit.pdf

The vendor must download the "RS Means JOC PRICING\_FORM" from the attachment tab, fill in the requested information and upload the completed agreement. DO NOT FAIL TO COMPLETE ALL SECTIONS AND BLANKS IN THE FORM OR IT COULD RENDER YOUR RESPONSE INVALID.

DO NOT UPLOAD encrypted or password protected files.

### Xactimate Pricing JOC Form

NA Xactimate Pricing Sheet.pdf

Should you choose to provide optional Xactimate pricing on you should upload that form here

### References

References.pdf

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Proposed Goods and Services

brochure.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. I does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

## **D/M/WBE Certification OPTIONAL**

*No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## **HUB Certification OPTIONAL**

*No response*

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can. Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

## **Warranty**

Warranty Sample.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## **Supplementary**

Supplementary.pdf

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## **All Other Certificates**

Certificates.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## **Logo and Other Company Marks**

FW Walton Inc logo PNG.png

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred.

## **Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS**

*No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS  
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

## **Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION**

Certification by Corp. Offerer.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

## **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

*No response*

If you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

## **Confidentiality Form**

Confidential Status Form.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

## **Bonding Capacity Letter from Surety/Insurance Company**

TIPS Bond Ref.pdf

Attach the Bonding Capacity Letter from Surety/Insurance Company. If you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.



## Bid Attributes

<b>1 Yes - No</b>	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. <input type="text" value="No"/>
<b>2 Yes - No</b>	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
<b>3 Yes - No</b>	The Vendor can provide services and/or products to all 50 US States? <input type="text" value="No"/>
<b>4 States Served:</b>	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="TX, LA, FL"/>
<b>5 Company and/or Product Description:</b>	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="F. W. Walton, Inc. is a full source company with divisions and employees to complete projects requiring Roofing, waterproofing, Sheet Metal or Plumbing services. We maintain a fully functional Sheet Metal Fabrication Shop and Sheet Metal installers. our roofing crews utilize our equipment and perform the specified projects. Our Waterproofing department is complimented by way of a Polyurethane Foam division with its associated equipment and applicators. We also have a Master Plumber and plumbing crew."/>
<b>6 Primary Contact Name</b>	Primary Contact Name <input type="text" value="Tony Walton"/>
<b>7 Primary Contact Title</b>	Primary Contact Title <input type="text" value="Vice President"/>
<b>8 Primary Contact Email</b>	Primary Contact Email <input type="text" value="TWalton@fwwalton.com"/>

<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7136749777"/>
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<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7139103795"/>
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<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8328756234"/>
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<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Pam Hicks"/>
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<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Administrative Assistant"/>
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<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="PHicks@fwwalton.com"/>
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<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7136749777"/>
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<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7139103795"/>
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<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7136749777"/>
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<b>18</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Brooke Fountain"/>
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<b>19</b>	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="ap@fwwalton.com"/>
<b>20</b>	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7136749777"/>
<b>21</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Tony Walton"/>
<b>22</b>	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="TWalton@fwwalton.com"/>
<b>23</b>	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7136749777"/>
<b>24</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="www.waltonroofing.com"/>
<b>25</b>	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="76-0027651"/>
<b>26</b>	<b>Primary Address</b> Primary Address <input type="text" value="8350 Mosley Road"/>
<b>27</b>	<b>Primary Address City</b> Primary Address City <input type="text" value="Houston"/>
<b>28</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>
<b>29</b>	<b>Primary Address Zip</b> Primary Address Zip <input type="text" value="77075"/>

**30 Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Roofing, Sheetmetal, Sheet Metal, Waterproofing, Leak repairs, Roof Maintenance, Service Work, Re-Roof, inspections, Standing Seam, Modified Bitumen, Single Ply, PVC, TPO, EPDM, SBS, APP, SPF, Spray Foam, Polyurethane, Coatings, Elastomeric, Silicone, Carlisle, Berridge, Duro-Last, BASF, Firestone, Garland, IB Roof Systems, McElroy Metal, Johns Manville, Progressive Materials, Sarnafil, Soprema, Siplast, WR Meadows, Tremco, Tamko, Lapolla, Green Roof, Urethane Foam, Roofing Contractors, Roofing Companies in Houston, Flat Roof Repair, Roof replacement, Waterproofing Contractors, Industrial Roofing, Emergency Leak Repair, Government Roofing, Garage Restoration, Roof restoration, Urethane roof coating, below grade Waterproofing, Deck coating, Traffic coating, FW Walton, Inc.

**31 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

**32 Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

**33 Company Residence (City)**

Vendor's principal place of business is in the city of?

**34 Company Residence (State)**

Vendor's principal place of business is in the state of?

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**TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

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**Yes - No**

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

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**Regular Hours Coefficient**

What is your regular hours coefficient for the RS Means Price Book?

Example:

A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient.

Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.

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**After Hours Coefficient**

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?

Example:

The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45.

Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.

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**Non-Pre-Priced Markup**

If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup?

Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.

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0

**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

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1

**Years Experience**

Company years experience in this category?

<b>4</b> <b>2</b>	<b>Right of Refusal</b> Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? <input type="text" value="Yes"/>
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<b>4</b> <b>3</b>	<b>NON-COLLUSIVE BIDDING CERTIFICATE</b> By submission of this bid or proposal, the Bidder certifies that:  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.  Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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<b>4</b> <b>4</b>	<b>CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?</b> Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO  If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.  You may find the Blank CIQ form on our website at:  Copy and Paste the following link into a new browser or tab:  <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a>  There is an optional upload for this form provided if you have a conflict and must file the form. <input type="text" value="No"/>
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<b>4</b> <b>5</b>	<b>Filing of Form CIQ</b> If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No"/>
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<b>4</b> <b>6</b>	<b>Regulatory Standing</b> I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. <input type="text" value="Yes"/>
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**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

*No response*

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**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Suspension or Debarment Instructions

### Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.



**50 Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

**51 Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

**5 2 2 CFR PART 200 Contract Provisions Explanation**

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**5 3 2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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?

**5 4 2 CFR PART 200 Termination**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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. ESC Region 8 and TIPS Members 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. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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### 2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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### 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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### 2 CFR PART 200 Federal Rule

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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 certify that it is in compliance with the Clean Air Act?

**58 2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

**59 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.

**60 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

ONLY IF you answered "I HAVE Lobbied per above" to attribute #59, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

**61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE ABOVE QUESTIONS OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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**Davis-Bacon Act compliance.**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

**6** **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

**4** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

**6** **Indemnification**

**5** The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

**6 Remedies**

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The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

**6 Remedies Explanation of No Answer**

7

**6 Choice of Law**

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The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

**6** **Jurisdiction and Service of Process**

**9** Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

**7** **Alternative Dispute Resolution Explanation of No Answer**

**0**

**7** **Infringement(s)**

**1** The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

**7** **Infringement(s) Explanation of No Answer**

**2**

**7** **Acts or Omissions**

**3** The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

**7** **Acts or Omissions Explanation of No Answer**

**4**



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**Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

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**Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

## 7 Insurance and Fingerprint Requirements Information

### 7 Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

### Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

**NONE (Section A)** of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

**OR**

**SOME (Section B)** or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Some

**7** **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

**9** SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**8** **Texas Government Code 2270 Verification Form**

**0** Texas Government Code 2270 Verification Form  
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company’s position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company’s failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

**8 1 Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

**8 2 Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

**8 3 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**84 Required Confidentiality Claim Form**

**Required Confidentiality Claim Form**

This form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at [rick.powell@tips-usa.com](mailto:rick.powell@tips-usa.com)

**85 Choice of Law clauses for TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

**86 Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**87 Attribute deleted as part of an Addendum**

**88 Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**89 Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**90 Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

**91 Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

**92 Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

**93 Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

**94 Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

**Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.**

You may provide more than three (3) references.

Entity Name	Contact Person	<b>VALID EMAIL IS REQUIRED</b>	Phone
Clear Creek ISD	Paul Miller	<a href="mailto:pmiller@ccisd.net">pmiller@ccisd.net</a>	281-281-0650
University of Houston	Carolyn Taylor	<a href="mailto:cataylo6@Central.UH.EDU">cataylo6@Central.UH.EDU</a>	713-303-2202
Galveston ISD	Paul Byers	<a href="mailto:paulbyers@gisd.org">paulbyers@gisd.org</a>	409-692-3940
Texas City ISD	Jack Harelson	<a href="mailto:jharelson@tcisd.org">jharelson@tcisd.org</a>	409-739-9471
Santa Fe ISD	Bob Atkins	<a href="mailto:Bob.Atkins@sfisd.org">Bob.Atkins@sfisd.org</a>	409-925-9200
Cy-Fair ISD	Roy Sprague	<a href="mailto:roy.sprague@cfisd.net">roy.sprague@cfisd.net</a>	281-897-4057
Galena Park ISD	Barbara Reed	<a href="mailto:breed@galenaparkisd.com">breed@galenaparkisd.com</a>	832-386-1269
Houston Community College	Kenny Gates	<a href="mailto:gatesk@TSU.EDU">gatesk@TSU.EDU</a>	713-313-7944



CERTIFICATION BY CORPORATE OFFERER

**COMPLETE ONLY IF OFFERER IS A CORPORATION,**

**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.**

OFFERER: F. W. Walton, Inc.  
(Name of Corporation)

Jean Walton certify that I am the Secretary of the Corporation  
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Tony Walton  
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Vice President  
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

  
CORPORATE SEAL if available

  
SIGNATURE

4/2/2020  
DATE

WARRANT FOR THE ARREST OF

THE STATE OF TEXAS, COUNTY OF [illegible]

vs. [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]



[Handwritten signature]

**Required Confidential Information Status Form**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

F. W. Walton, Inc.

**Name of company**

Tony Walton - Vice President

**Printed Name and Title of authorized company officer** declaring below the confidential status of material

8350 Mosley Road	Houston	TX	77029	713-674-9777
<b>Address</b>	<b>City</b>	<b>State</b>	<b>ZIP</b>	<b>Phone</b>

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION.**

**I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive** a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMAITON REQUEST IS MADE FOR OUR PROPOSAL.

Signature \_\_\_\_\_ Date \_\_\_\_\_

**OR** -----

**I DO NOT CLAIM any of my proposal to be confidential, complete the section below.**

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature  Date 4/2/2020

April 2, 2020

TIPS Cooperative  
Region VIII Education Service Center  
4845 US Highway 271 North  
Pittsburg, Texas 75686

**RE: F. W. Walton, Inc. – RCSP 200201 Trade, Labor & Materials (JOC)**

Gentlemen:

Please be advised F. W. Walton, Inc. has maintained a surety relationship with United Fire & Casualty Company since July of 2000 and Rust Ewing Insurance is one of their authorized agents. United Fire & Casualty Company has an “A Excellent” rating according to A.M. Best and qualifies as an acceptable surety on the Department of the Treasury Federal Register.

United Fire & Casualty Company believes F. W. Walton, Inc. maintains a very experienced management team and they have successfully completed all projects in a professional manner. United Fire & Casualty Company has also approved bonding for F. W. Walton, Inc. on single jobs over \$5,000,000 along with a \$20,000,000 aggregate capacity, of which approximately \$15,000,000 is currently available. United Fire & Casualty Company will consider bonding additional projects outside of these parameters for F. W. Walton, Inc. subject to a satisfactory review of financial underwriting guidelines and specific contract details at the time of such request.

Please call me directly at (409) 934-8040 if you have any further questions. Thanks again for your consideration of our client.

Sincerely,



Donna Weinel  
Attorney-in-Fact



KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

G.C. BLYSTONE, JR., A.A. SHOTWELL, JR., MARK SMITH, BETTY BUSH, JOSEPH CHARLES BLACKSHEAR, JR, DONNA WEINEL, CHASE WORTHAM, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$40,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**“Article VI – Surety Bonds and Undertakings”**

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 13th day of November, 2017

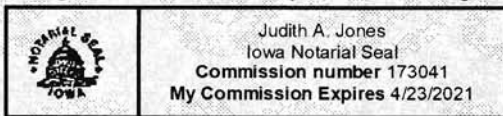
UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
Vice President



State of Iowa, County of Linn, ss:

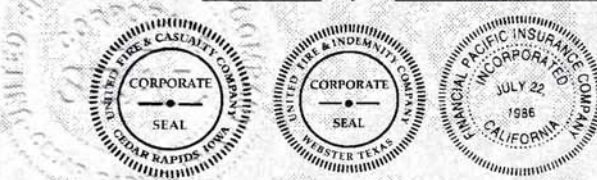
On 13th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
Notary Public  
My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 2nd day of APRIL, 2020.




By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC

*F.W. Walton, Inc.*

TEXAS STATE BOARD OF PLUMBING EXAMINERS  
AUSTIN, TEXAS  
BE IT KNOWN THAT

**PATRICK MEREDITH WALTON**  
**MASTER**  
**RMP**

LICENSE NO.  
**16387**



EXPIRES  
**09/30/2020**

IS HEREBY LICENSED IN ACCORDANCE WITH CHAPTER 1301 OCC. CODE



# PREFERRED CONTRACTOR

THIS CERTIFIES THAT

*FW Walton Inc.*

NAME

*8350 Mosley Road, Houston, Texas 77075*

ADDRESS

*December 2019*

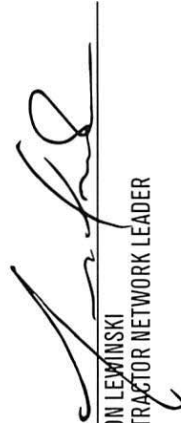
MEMBER SINCE

*230557*

MEMBER ID

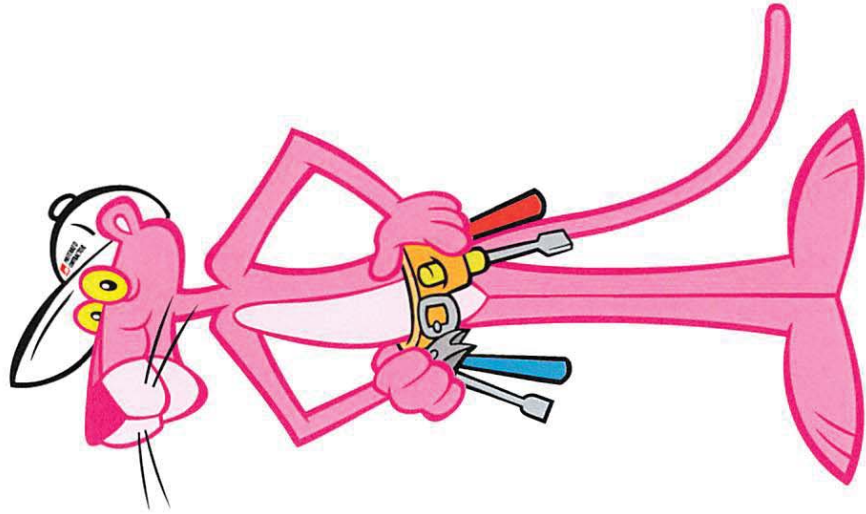
## HAS BEEN APPROVED BY OWENS CORNING TO BE A PREFERRED CONTRACTOR

- Has met the standards set forth by Owens Corning
- Is licensed and insured as required by state and local laws
- Provides the highest-quality products and customer service
- Has been in business two years under current business name

  
 JASON LEWINSKI  
 CONTRACTOR NETWORK LEADER

*January 2020*

DATE



**MEMBER CERTIFICATE**

**F.W. Walton, Inc.**

IS A MEMBER IN GOOD STANDING WITH THE

**AIR BARRIER ASSOCIATION OF AMERICA INC.**

THE MEMBER AGREES TO ACTIVELY CHAMPION THE AIR BARRIER INDUSTRY WHILE SUSTAINING HIGH  
INDUSTRY STANDARDS, PROFESSIONALISM AND ABIDING BY THE PRINCIPLES OF ABAA.



**510-0670**

MEMBER #

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke.

AIR BARRIER ASSOCIATION OF AMERICA INC.





## F W Walton Inc

Houston, TX (Certified for FL, LA, TX)

Has achieved the status of Master Roofing Contractor for GAF, (Commercial Roofing Products Division), North America's Largest Roofing Manufacturer.

Master status is awarded to a contractor based on their commitment to installation excellence and continuous education. They have pledged to ensure that each customer receives their "best and safest choice" in roofing and are authorized to offer the Diamond Pledge® NDL Roof Guarantee.

GAF ID: 1005205

Valid Through: 02/2019

Member Since: 05/1992

Asphaltic | Restoration | Single-ply

Jim Schnepfer  
President and CEO, GAF

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



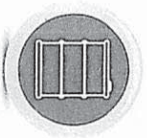
This certifies that

**F.W. Walton, Inc.**

**#130910A**

**is a GacoFlex Qualified Applicator**

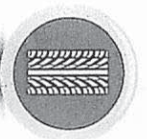
in accordance with our written specifications in the following applications:



*Metal Roof Coating  
Smooth Built Up Roof Coating  
Single Ply Roof Coating*



*Foam Roofing  
Below Grade Membrane Waterproofing  
Water Treatment*



*Traffic Deck Coating  
Pedestrian Decking*

*Nils Nedreliid*  
**NILS NEDRELIID**

Director, Technical Services - Gaco Western

**June 30, 2018**

Expiration Date



**SILICONE  
ROOFING SYSTEMS**

**CERTIFICATE OF ACHIEVEMENT  
PROGRESSIVE MATERIALS  
AWARDS**

**FW WALTON INC.**

**IN HONOR OF CERTIFIED LICENSED  
APPLICATOR APPROVAL**

**FOR THE PERIOD OF JANUARY 1, 2020 TO  
DECEMBER 31, 2020**

A blue ink signature of Sean Stumler, written in a cursive style.

**SEAN STUMLER  
PRESIDENT**

A blue ink signature of BJ Steele, written in a cursive style.

**BJ STEELE  
VP TECHNICAL SERVICES**



F. W. Walton Inc.  
Houston, TX

Is a member in good standing of the National Roofing Contractors Association, adheres to the NRCA Pledge and is committed to promoting professionalism within the roofing industry for the year

2018

*Reid Ribble*

Reid Ribble  
Chief Executive Officer



*Jim Barr*

Jim Barr  
2017-18 Chairman of the Board



Silver Star Commercial  
Roofing Contractor

# Walton Roofing

The above named company has met the standards for the Silver Star Commercial Roofing Contractor credential.

Silver Star Contractors are eligible to request No-Dollar-Limit (NDL) warranties up to 12 years in duration. They must carry workers' compensation and liability insurance coverage. They must be properly licensed according to the regulations in force governing commercial roofing contractors in their markets. They must operate in accordance with the CertainTeed Silver Star Contractor Program Code of Ethics. They must have been in business at least three years OR CertainTeed must have inspected at least three of their roofing projects. Finally, they must submit a company credit history and be credit-worthy based on CertainTeed's sole determination. The Silver Star Contractor credential is subject to review at any time and is valid through the date entered, subject to the terms and conditions of the credential.

*Barb McDonough*

**Barb McDonough**  
General Manager, Commercial Roofing

Valid Through: Dec 31, 2020

**CertainTeed**  
SAINT-GOBAIN

Form 30-005 © 2019 CertainTeed Corporation. Printed in USA.



MEMBER IN GOOD STANDING OF THE  
ROOFING CONTRACTORS ASSOCIATION OF TEXAS

**F. W. Walton, Inc.**  
Houston, TX

Valid Through December 2018

[www.rooftex.com](http://www.rooftex.com) (800) 997-6631

# Construction Industry Safety Stand-Down

This participation certificate is awarded to:

**F. W. Walton, Inc.**

July 14, 2016

**AGC Houston**  
THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA  
Quality People. Quality Projects.



*F. W. Walton, Inc.*

PROUD MEMBER OF

HOUSTON CHAPTER

ASSOCIATED GENERAL CONTRACTORS OF AMERICA, INC.





# United States Department of Labor



## OSHA Outreach

Safety Award NASA Bldg. 9

WALTON COMPANY Zero Accidents

Bob Garrison, CHST Safety Professional

Handwritten signature of Bob Garrison in black ink.



August 8, 2018

Customer#: 236103

F. W. Walton, Inc.  
8350 Mosley Road  
Houston, TX 77075

To Whom It May Concern;

This letter is to confirm that F. W. Walton, Inc. of Houston, TX has been a Carlisle Authorized Applicator in good standing since 2008.

Please feel free to contact me should you have any further questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kevin Somers", with a long horizontal flourish extending to the right.

Kevin Somers  
South Central Regional Sales Manager



# Silver Star Commercial Roofing Contractor

## Walton Roofing

The above named company has met the standards for  
the Silver Star commercial roofing contractor credential

Silver Star Contractors are eligible to request No-Dollar-Limit (NDL) warranties up to 12 years in duration. They must carry workers' compensation and liability insurance coverage. They must be properly licensed according to the regulations in force governing commercial roofing contractors in their markets. They must operate in accordance with the CertainTeed Silver Star Contractor Program Code of Ethics. They must have been in business at least three years OR CertainTeed must have inspected at least three of their roofing projects. Finally, they must submit a company credit history and be credit-worthy based on CertainTeed's sole determination. The Silver Star Contractor credential is subject to review at any time and is valid through the date entered, subject to the terms and conditions of the credential.

A handwritten signature in black ink that reads "Barb McDonough".

**Barb McDonough**  
General Manager, Commercial Roofing

Valid Through:

Dec 31, 2020

**CertainTeed**  
SAINT-GOBAIN

Comm-30-005 © 2019 CertainTeed Corporation, Printed in U.S.A.

**CONTRACTOR'S STANDARD LIMITED WARRANTY**

WHEREAS F. W. Walton, Inc. of 8350 Mosley Road, Houston, Texas, herein called "the contractor" has completed application of the following roof:

Owner: \_\_\_\_\_ Area of Roof: \_\_\_\_\_  
Address of Owner: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Name of Building: \_\_\_\_\_ Date Warranty Expires: \_\_\_\_\_  
Type of Building: \_\_\_\_\_  
Location: \_\_\_\_\_

NOW THEREFORE, the Contractor hereby warrants, subject to the conditions herein set forth, that during a period of two years from the date of Completion of said roof, it will, at its own cost and expense, make or cause to be made such repairs to leaks in the roof membrane and composition flashing resulting from defects in workmanship applied by or through the Contractor at no cost to the Owner.

This limited warranty specifically excludes any and all damage caused by:

1. Acts or omissions of other trades or contractors;
2. Lightning, windstorm, hail, tornadoes, hurricanes or tropical storms or other acts of God;
3. Abuse, misuse, change in building use, accident or windblown debris;
4. The Owner's failure to maintain the roof or other portions of the building;
5. Damages caused by or related to other building problems, including foundation settlement, failure or cracking of the roof deck, defects, or failure of material used as a roof base over which the roof is applied, faulty construction of parapet walls, copings, chimneys, skylights, vents, supports, movement of metal work, or other parts of the building, vapor condensation beneath the roof, penetrations for pitch boxes, or discharge of industrial wastes upon the roof surface, or damage caused by birds, insects or other animals;
6. Damage caused by traffic on the roof (other than occasional traffic) or use for storage;
7. Property damage or bodily injury claims allegedly resulting from insect, fungus, and mold infestation.

In addition, the following conditions apply:

1. The Contractor is not liable for any incidental or consequential damages including but not limited to property damage or bodily injury claims allegedly resulting from insect, fungus, and mold infestation. Nothing in this warranty shall render Contractor liable in any respect for any damage to Owner's building or any components or contents thereof, or interruption of business.
2. No work shall be done on said roof, including without limitation, work in connection with fires, vents, drains, snag braces, railings, platforms or other equipment fastened to or set on the roof and no repairs or alterations shall be made to said roof, unless the Contractor shall be first notified, give the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render the warranty null and void. The Contractor shall be paid for time and material expended in making recommendations or repairs not covered by this warranty.
3. This warranty shall become null and void if the roof is sprayed or flooded, unless such use was originally specified and noted in paragraph 11 below. Areas that pond water shall not be covered by this warranty.
4. This warranty shall not be effective unless and until Contractor has been paid in full for said roof and for any roofing services performed by Contractor.
5. This warranty shall become null and void unless the Contractor is promptly notified of any alleged defects within the above-stated warranty period and is provided an opportunity to inspect and repair the roof if covered under this warranty. In order to pursue any claim that Contractor has not honored this warranty, notification of a leak must be given to Contractor in writing at the address shown above within five (5) days after a leak is experienced.
6. For an additional cost, the above named owner may renew and extend this warranty for a period of multiple years. The extended warranty will be subject to the same conditions and limitations as the original warranty and must be renewed before the original warranty expiration date. The extended warranty will be subject to an onsite inspection of the roof by a certified estimator/sales person/employee of F. W. Walton, Inc.
7. This warranty is issued solely to the above named owner and is not transferable without the express consent of the Contractor, which shall only be given after Contractor has the opportunity to visit the property, review conditions of the roof, and propose an additional term (and fee) for such transfer.
8. Contractor's obligation to make repairs to leaks resulting from a deficiency in workmanship during the term of this Warranty is its sole and exclusive obligation to Owner and Owner's exclusive remedy against Contractor. This Warranty is not a maintenance contract. Upon expiration of the Warranty, Contractor shall have no further obligation.

**THIS LIMITED WARRANTY IS GIVEN AND ACCEPTED IN LIEU OF ALL OTHER LIABILITY OF WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, ON THE PART OF THE CONTRACTOR. ALL IMPLIED WARRANTIES (AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

9. Any claim alleging any breach of this Warranty or any other claim against F. W. Walton, Inc. shall be resolved through arbitration under the Construction Industry Rules of the American Arbitration Association. The decision of the arbitrator(s) shall be binding in accordance with the Texas Civil Practice and Remedies Code Ch. 171. Arbitration must be initiated no later than twenty-five (25) months after the claim originated or the warranty expires, whichever first occurs.
10. This limited warranty may be in addition to manufacturer's warranty, which (if purchased by Owner) may provide Owner with certain rights against the manufacturer.
11. Additional conditions or exclusions:

IN WITNESS WHEREOF, this instrument has been duly executed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

F. W. Walton, Inc.

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

8350 Mosley Road, Houston, TX 77075

Office (713) 674-9777 / (409) 945-8624 • Fax (713) 674-2072 • e-mail [walton@waltonroofing.com](mailto:walton@waltonroofing.com)

# FW WALTON

Since 1961  
Incorporated



**ROOFING • SHEET METAL •  
WATERPROOFING • PLUMBING**

**Providing Quality Services Since 1961**

#### **CONTACT US**

8350 Mosley Rd.

Houston, Texas 77075

**Local:** (713) 674-9777

**Toll free:** 1 (888) 712-0870

marketing@fwwalton.com

www.waltonroofing.com



# ABOUT OUR COMPANY

---

FW Walton, Inc. (Walton Roofing) has provided quality roofing and waterproofing services in the commercial and industrial marketplace since 1961. We are a building envelope company. Simply stated, "If the building structure is leaking, we can stop it!"

As a full-service company with years of combined experience, Walton Roofing is the company you can count on to deliver professional services for any roofing, sheet metal, and waterproofing project, whether it's new construction, retrofit, or repair.

Quality and performance as well as our commitment to company safety set Walton Roofing professionals apart from the competition. These philosophies are embraced by our hand-picked staff that is trained in the latest industry standards and technology. Our safety record in all aspects of business has earned us one of the strongest safety records in the industry.

Walton Roofing's mission is building relationships by exceeding customer expectations. This is accomplished by successfully completing each project safely, on time, and within budget. Walton Roofing represents the highest standards of excellence, safety, quality, and customer service.

## *55+ YEARS OF SERVICE*

Walton Roofing has been providing quality roofing and construction services since 1961.

## *STATE OF THE ART TECHNOLOGY*

Our use of the latest technology optimizes flexibility, accuracy, and production time.

## *TOP NOTCH CUSTOMER SERVICE*

Our customers' satisfaction is our #1 priority. We are dedicated to providing the best and most reliable support and service in order to build long-term relationships.

## *INSURED FOR YOUR PROTECTION*

We are an insured commercial services company that strives for complete customer satisfaction.

## *EXCELLENT SAFETY RECORD*

Our safety policies, procedures, and training, overseen by our full-time Safety Director, have ensured us an EMR among the lowest in the industry.



# RoofAware

Proactive Roofing Solutions

Proactive roof asset management solutions and service plans for building owners, property managers, and investors



## ABOUT OUR SERVICES

---

Walton Roofing has a strong commitment to quality and service. We ensure that excellence is central to our operations and satisfaction is foremost to our customers by utilizing state-of-the-art technologies and systems. Commercial and Industrial structures have particular needs and concerns when building maintenance and upgrades are required. The design and specifications of a construction project and how well it is executed will determine the success or failure of that project. To achieve optimum results, Walton Roofing offers a variety of services that include inspection reports, maintenance programs, project management, and full service repairs.

Walton Roofing's goal is to provide maximum quality, years of service, and longevity for every project undertaken.

## INDUSTRY STANDARDS

---

### ***Manufacturer Partnerships and Affiliations***

Walton Roofing's commitment to quality workmanship and customer satisfaction has earned us an outstanding reputation in the industry and installation partnerships with all the major manufacturers. Our proven skill and dedication to properly applying their roofing and waterproofing materials in accordance with their specifications have demonstrated to them time and again that we regard ourselves a member of their team, dedicated to installing great roofing and waterproofing systems for our customers.

In order to remain updated in the latest industry information and best practices, Walton Roofing is a proud member of the National Roofing Contractors Association (**NRCA**), Roofing Contractors Association of Texas (**RCAT**), Spray Polyurethane Foam Alliance (**SPFA**), Air Barrier Association of America (**ABAA**), Sealant, Waterproofing, and Restoration Institute (**SWRI**), Association of Chief Operating Engineers (**ACOE**), Associated General Contractors Houston (**AGC**), Texas Contractors Association (**TCA**), National Federation of Independent Business (**NFIB**), and Building Owners and Managers Association Houston (**BOMA**).




## ROOFING SERVICES

- TPO
- BUR
- PVC
- EPDM
- Modified
- Metal
- Clay Tile
- Polyurethane Foam
- Green Roof Systems
- Composition Shingles




## SHEET METAL SERVICES

- Gutter and Downspout Fabrication, Installation & Repairs
- Roof Flashings & Components
- Metal Building Renovation
- Custom Architectural Sheet Metal
- Decorative Metal Fascia Installation



## COATING AND SPRAY FOAM SYSTEMS

- Silicone & Acrylic Roof Coatings
- Polyurea Applications
- Urethane Deck Coatings
- Epoxy Coatings
- Energy Star Coatings
- Spray Urethane Foam



## WATERPROOFING AND RESTORATION

- Insulation
- Joint Sealants
- Deck Coatings
- Water Repellants
- Masonry Restoration
- Elastomeric Wall Coatings
- Above/Below Grade Waterproofing
- Cold and Hot Fluid Applied
- Fluid/Self-Adhering
- Traffic Coating
- Garage Restoration
- Specialty Expansion Joints
- Wet Glaze
- Exterior Building/Floor Surface Cleaning



## PLUMBING

- New Construction, Remodels
- Repairs of Commercial Plumbing Systems
- Gas Installation
- Industrial Installation and Repair
- Commercial Retail Spaces



## MAINTENANCE AND REPAIR

- Leak Repair Specialist
- Preventative Roof Maintenance
- Inspections
- Epoxy & Grout Injections
- Roof & Building Envelope
- Free Estimates





ROOFING \* SHEETMETAL  
WATERPROOFING \* PLUMBING

### Quality Control System & Auditing

Quality Assurance is the means by which Walton Roofing Inc., ensures that the construction (which includes all employees and suppliers), complies with the requirements of the Contract. The Quality Assurance Program shall cover all operations, including both on-site and off-site activities, and shall be coordinated with quality control measures that include monitoring of sourcing materials and field work to ensure conformance with the required standard quality established in the Contract documents.

We will utilize our Quality Assurance Program process with each project. The Preparatory Inspection assures that the installing crew for construction activities has been thoroughly briefed on the performance standards before the first step of work is performed, assuring that all submittals have been approved and that the installer possesses the correct information, drawings and specifications necessary to perform the work. Upon approval of this first inspection, we perform one day's worth of work, followed by an Initial Inspection, to ensure conformance to the agreed upon standards. If a challenge is discovered, corrective direction is provided, and we perform an additional day of work, which is then inspected. After passing the Initial Inspection, we release our employees to perform work on a broader basis with follow-up inspections thereafter to maintain continued conformity. This process helps in eliminating rework and any delay in schedule while increasing profitability (which translates into more competitive bids in the future).

### Quality Assurance Program Procedures

The Superintendent shall conduct and implement the following Quality Control procedures for each definable feature of work:

**Preparatory Inspection:** Prior to the start of each, separate, definable segment of work and prior to the start of work where a change in a construction operation is defined by Walton Roofing Inc., a coordination meeting will be held between our Superintendent, supervisory and Quality Control representatives of all appropriate parties. The purpose of the meeting is to ensure there are no misunderstandings regarding the quality as well as the technical requirements of the contract. Our superintendent will be on-site all times during the work and shall have the authority to effectively resolve any Quality Control issues that may arise, including stopping the work. The following minimum items will be reviewed at the quality assurance meeting:

1. Contract requirements.
2. Shop Drawings and submittals.
3. Our Quality Assurance Program requirements.
4. Adequacy of previous operations.
5. Availability of required materials and equipment.
6. Our Quality Assurance inspections and tests.
7. Client's Quality Assurance inspections and tests.
8. Familiarity and proficiency of our workforce to perform the operation to required workmanship standards.

Any other preparatory steps dependent upon the particular operation, our Superintendent will chair the meeting and the results of the preparatory coordination meeting shall be documented by separate

minutes prepared by the Superintendent and attached to the Daily Quality Assurance Summary Report.

**Initial Inspection:** Upon completion of the particular scope of work and prior to the start of a new or changed operation, our Superintendent shall meet to review the adequacy of the work accomplished. At a minimum, the following items will be checked at the Initial Inspection meeting:

1. Review minutes of preparatory inspection meeting.
2. Conformance to Contract Drawings, Specifications and the accepted Shop Drawings or submittal of the representative sample of work.
3. Adequacy of materials and articles utilized.
4. Adequacy and results of inspection and testing methods.
5. Adequacy of safety and environmental precautions.

Once approved, the representative sample will become the baseline of quality by which ongoing work is compared for quality and acceptability. To the maximum extent, the approved representative samples of work shall remain visible until all scope of work in the appropriate category is complete. During this inspection, all issues with non-compliance work will be resolved. The initial inspection should be repeated for each subcontractor that works on-site or at any time acceptable, specified quality standards are not being met. Our Quality Control Manager will conduct the initial inspection. The results of the initial inspection shall be documented by separate minutes prepared by the Superintendent and attached to the daily quality control summary report.

**Follow-up Inspection:** Daily checks shall be performed to assure continuing compliance with contract requirements including control testing until completion of the particular scope of work. The checks shall be made a matter of record in the QC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional scopes of work which may be affected by the deficient work. We will not build upon or conceal deficient work. Deficient work shall be clearly explained on the Daily Report under Items of concern and noted on the Items of Concern Punch List.

**Additional Preparatory and Initial Inspections:** Additional preparatory and initial phases may be conducted on the same definable scopes of work as determined by us if: the quality of on-going work is unacceptable, there are changes in the on-site production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other definable problems occur.

**Pre-Final Acceptance Inspection:** When the work is completed, we will conduct a Pre-Final Inspection. Our Project Manager will schedule the Pre-Final Inspection and will prepare a list of deficient or incomplete items, (Punch List) discovered during the inspection. The Punch List will be used for correction of the deficient or incomplete items. Following correction of the deficient or incomplete items, our Project Manager shall notify the Client's representatives and our QCI/Safety Manager that they can conduct the Final Acceptance inspection.

**Punch List:** During Pre-Final or Final Acceptance inspections, work that is found to be incomplete or in nonconformance with the contract requirements will be identified on a Punch List. The Punch List will be distributed to the Client and posted at the site where the nonconformance work has occurred. Pre-Final Punch Lists are to be cleared within seven (7) working days.

**Final Acceptance Inspection:** After we have completed all items on the Punch List, (generated from the Pre-Final Acceptance Inspection) we will request a Final Acceptance Inspection on a definite date. Forty-eight (48) hours advance notice shall be given to the Client. Upon verification by us that the work is ready for Final Inspection and Acceptance, the Client shall within ten (10) calendar days make Final Inspection.

**Total Quality Management Including Closeout and Commissioning:** Total Quality Management means we will seek ways to continually improve the management processes used by the team. This is especially true for project closeout. We are implementing a closeout conference as standard practice on all projects. This closeout conference occurs at approximately 80% of substantial completion and goes deep into the supplier and manufacturer organizations. We fully understand the requirements for operation manuals, record documents, as-built drawings, record approved submittals and samples.

We understand the critical importance of the closeout/commissioning process and how it relates to the overall success of a project. We realize the positive impact expedited closeout can have on a job. We will work with Clients and architects to effectively manage the closeout process.

We believe that the only way we can continue to improve is by measuring our success according to our Clients. This information helps us grow as team members, as a company, and helps support the re-development of processes and procedures for better execution on future projects.

We utilize a "customer quality audit" which is essentially a questionnaire that evaluates our performance on several levels from project management to quality of product. These audits are presented to the Client at the close of each project and/or job order. We then analyze the results and create a report of successes and areas for improvement from each audit returned by the Clients.

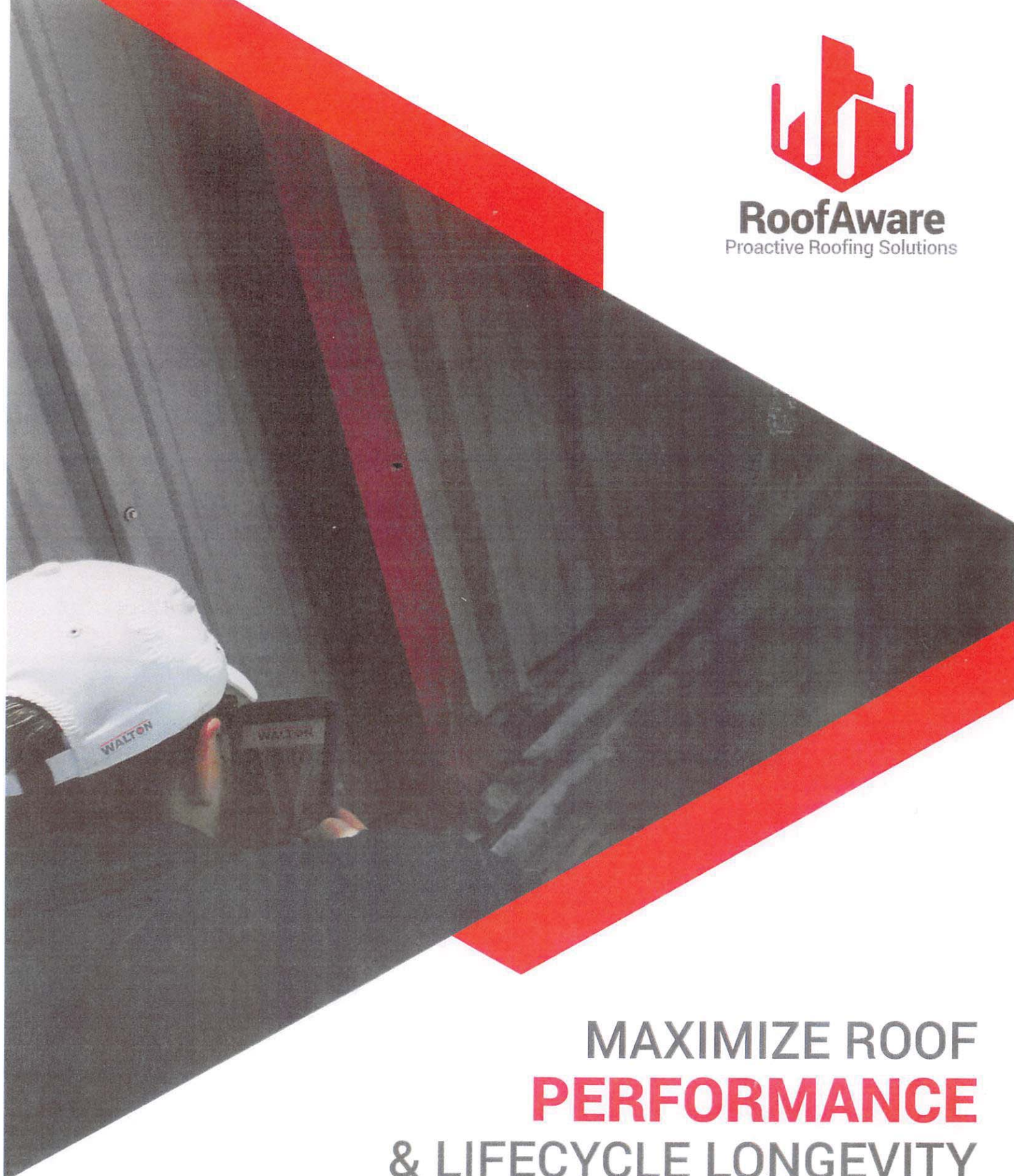
## **Training Program Overview**

Our comprehensive training program has been developed to address our specific safety concerns and to provide guidance for the performance of individual job tasks within the framework of appropriate Occupational Safety & Health Administration (OSHA) standards. Safety demands a commitment from all personnel within our organization. As a company, we have an obligation to ensure that all of our employees, as well as all clients within our area of responsibility, are afforded the protection of an appropriate safe environment. Our training program contains policies and procedures to deal with common work-place hazards, specific job related hazards, and potential hazards that may arise. Hazard assessment, project pre-planning, and engineering controls, where feasible, will be the preferred method of providing a safe workplace. Hazards that remain will be minimized or eliminated through training which provides our employees the ability to recognize workplace hazards and understand the proper procedural and/or personal protective equipment requirements. Each employee is required to contact their supervisor immediately should a safety or health risk exist so that corrective action may be taken to eliminate the hazard entirely or deal with the hazard in a safe manner through modified work procedures or other appropriate action. On all job sites, at least one person will be designated a "competent person" by virtue of experience or training related to safety and all skilled processes required to do the job. This person will have the ability to identify work related hazards, know the corrective procedures, and have the responsibility, ability and authority to stop work if the workplace cannot be made safe. The Safety Director or a designated competent person will make routine and random job-site inspections to both identify new hazards and to monitor the effectiveness of our program. In the final analysis, the success of our safety effort and training depends on all employees from senior management to the newest hire, demonstrating a commitment to safety by working in a safe manner. Safe job performance is how our safety effort is ultimately measured.

Each employee at Walton Roofing Inc., is placed in an initial two week intensive training program related to his/her job role and all policies and procedures of the company. We include all safety, technical and educational information in our training programs to ensure that each employee has been set up for success to adequately and sufficiently perform his/her job duties with not only the means to meet the standards and expectations of our clients, but to exceed them. After the initial two week training program, each employee will be placed with a supervisor in their area, that will conduct on-going training as a process throughout the employee's career with us.



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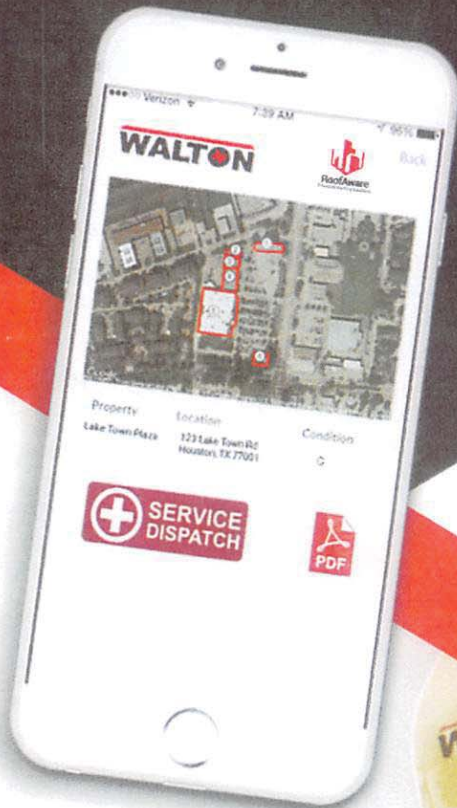
MAXIMIZE ROOF  
**PERFORMANCE**  
& LIFECYCLE LONGEVITY

**WALTON**  
ROOFING • SHEET METAL • WATERPROOFING  
SINCE 1961



## WHAT IS ROOFAWARE

RoofAware provides proactive roof asset management solutions & service plans for building owners, property managers, & investors. RoofAware plans are designed to help you protect & capture the entire useful life of your roofing assets. With a strong focus on reliable data, RoofAware can help you better manage your roofing asset needs and meet your overall financial goals.



## ROOF INSPECTIONS & MAINTENANCE

Our roof inspections are the foundation of each RoofAware service plan. Data collected during each scheduled roof inspection paves the way for clarity and efficiency in managing your roofing assets.

Our RoofAware+ service & maintenance plan is designed to help you get the most out of your existing roof systems. We help you keep your roofs watertight and forecast budgets for vital repairs and replacements.



Keep your roof in optimum health, so you have *one less thing to worry about.*



Detailed inspection reports bring your roof down to you.



Preventive maintenance can help maximize the useful life of your roof.



Routine inspections enable us to identify small issues before they can develop into more costly matters.



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## DETAILED ROOF INSPECTIONS

Our comprehensive and easy to follow RoofAware inspection reports allow you to quickly understand the true condition of your roofing assets.



## Condition & Recommendation

Observations	Condition Summary	Recommendations
Recommendations		<b>F</b>
Replacement		Overall Grade
Overall: F		A = 10 Years or more of service life remaining B = 8-10 Years of service life remaining C = 5-7 Years of service life remaining D = 2-4 Years of service life remaining F = Less than 1 Year of service life remaining

Understand the grade of your roof & the remaining useful life of your roofing asset.

## Roof Composition

	<b>Test Cut 1</b> Metal 2 Inch ISO .5 Inch Fiberboard .45M FA EPDM
--	--

Document test cuts & roof compositions

## PROACTIVE & EMERGENCY DEFICIENCIES

View snapshot condition grading of your roof's membrane, flashings, & sheet metal components.

Each roof deficiency is assigned a priority (remedial/emergency) to help you better maintain the health of your roofing system.

See the location of each deficiency pinned on a satellite overview image of your facility's roof.

RoofAware inspection reports include easy to understand repair descriptions and suggested corrective actions.

Observations	Condition Summary	Recommendations
Condition Summary		<b>F</b>
Membrane: F		Overall Grade
Flashings: F		A = 10 Years or more of service life remaining B = 8-10 Years of service life remaining C = 5-7 Years of service life remaining D = 2-4 Years of service life remaining F = Less than 1 Year of service life remaining
Sheet/Metal: D		
Overall: F		
Estimated Replacement Cost		
Deficiencies		General Flashing Penetration # 11100 2020 (Cover Roof)
		Emergency
		Question L&E
		Deficiency Due to a variety of flashing and unions present on this flash
		Corrective Action
		The penetration should be made red topped per industry standards and re-insulated.
		Estimated Repair Cost: 8880.00



## ROOFAWARE ONLINE PORTAL

### WARRANTY REQUIREMENTS

Did you know that most major US roofing manufacturers require at least one documented roof inspection and maintenance visit per year to maintain your warranty? With our RoofAware+ service plans, we work to keep you compliant and protected throughout the life of your roof and its warranty.

*Walton Roofing - 50+ Years of industry experience*



**Online Data & Reports**  
Access your RoofAware data & reports from anywhere you have an internet connection.



**Budgeting**  
Gain access the tools & data you need to forecast your emergency, remedial, & capital budgets.



**24/7 Online Dispatch**  
Quickly to log on to your online RoofAware portal and submit your leak request 24/7/365.

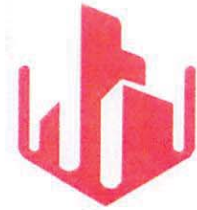


**Manage Service History**  
All repair and project history is well documented and accessible via your RoofAware client portal.



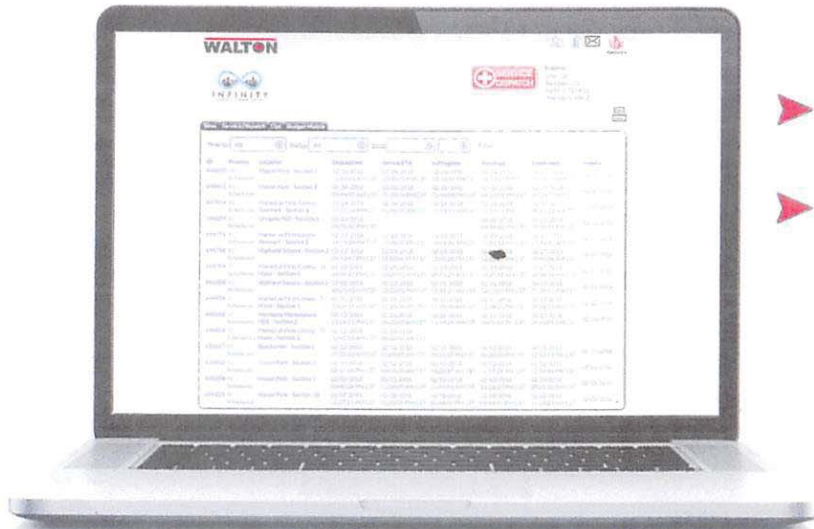
# WALTON

(713) 674-9777



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## ONLINE DISPATCH MANAGEMENT



- Easily access and review the complete service history of your entire portfolio
- Track all of your work orders from initial dispatch to resolution

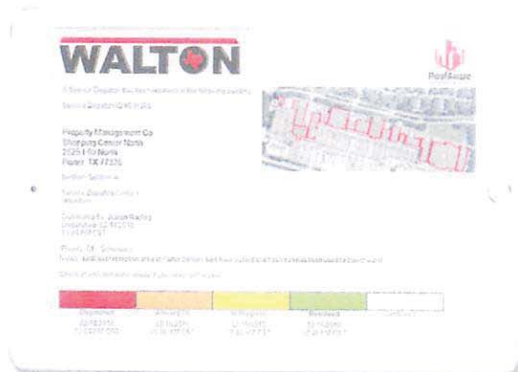
### 24/7 ONLINE & MOBILE DISPATCH

Dispatch new work orders from your computer or mobile device 24/7/365



RoofAware Client Portal Available on Most Android & iOS devices

### PACKAGE STYLE DISPATCH TRACKING



- RoofAware keeps you notified, so you always know the most current service work orders.
- Dispatches are tracked and time stamped at every step.
- Email confirmations keep you and your tenants in the loop.
- Invoices are quickly processed after you receive your "resolved" notification.

Dispatched	Arrival ETA	In Progress	Resolved	Confirmed
02/23/2017 04:13 PM CST	02/23/2017 04:50 PM CST	02/23/2017 05:01 PM CST	02/23/2017 05:35 PM CST	02/23/2017 05:42 PM CST



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**PLAN FEATURES**

	LITE	REACT	+PLUS
	Emergency Leak Service	Up to Date Roofing Asset Data	Complete Proactive Roofing Asset Management Service
Proactive Rooftop Maintenance	N/A (maintenance repair estimates within RoofAware inspection reports)	N/A (maintenance repair estimates within RoofAware inspection reports)	✓
# of Inspections per Year	Initial Inspection Only*	Quarterly / Semi-Annual	Quarterly / Semi-Annual
RoofAware Client Portal	✓	✓	✓
1-Click Service Dispatch	✓	✓	✓
Real-Time Dispatch Tracking & Notifications	✓	✓	✓
Budget Forecasting & Roof Analytics	✗	✓	✓
Roof System Manufacturer Warranty Compliance	✗	✗	✓
Approved Proactive Repair Discounts	✗	✓ 5% Discount on All Proactive Repairs	✓ 10% Discount on All Proactive Repairs
Discount T&M Service Rates	Standard Rates Apply: <b>\$150/hr</b>	Discounted Rate: <b>\$140/hr</b>	Quarterly Rate: <b>\$125/hr</b> Semi-Annual Rate: <b>\$140/hr</b>

**FREQUENCY & PRICING OPTIONS**

One-Time	\$350 - Initial Inspection*	N/A	N/A
Semi-Annual	\$500 / Additional Inspection	\$700/yr	\$1000/yr
Quarterly	\$500 / Additional Inspection	\$1000/yr	\$1500/yr

\* RoofAware Lite is a one-time inspection service that includes:

(1) complete on-site roof analysis & inspection report (PDF inspection report emailed to the client)

(1) RoofAware client portal login and password with lifetime access to manage their roof inspection data online. RoofAware client portal also includes online access to "One Click Service Dispatch" capabilities.

\* Initial RoofAware Lite inspection price of \$350 is an exclusive promotional price, any future inspections requested by RoofAware "Lite" clients will be billed at the standard inspection rate of \$500 per inspection.





F.W. Walton, Inc. | 8350 Mosley Rd, Houston, TX 77075  
(713)674-9777 | FAX (713)674-2072

## MAINTENANCE SCOPE

Continued from "SERVICE AGREEMENT" - Required for ALL RoofAware Customers

This maintenance scope strictly details the entire scope of work covered under the "RoofAware+" or "RoofAware Plus+" "SERVICE AGREEMENT." Any items or work not listed within this scope are EXCLUDED and are not considered maintenance.

*Note: All maintenance items are performed on an "as needed" basis and may not be performed on each maintenance visit.*

**Maintenance Items:** Removal of light debris (branches, leaves, light dirt, rocks, bottles, screws, etc) <> Redistribute ballast/gravel (as needed) <> Clean light debris from around roof drains/scuppers/gutters <> Caulk and seal around deficient thru-wall scuppers (as needed) <> Caulk & Seal deficient metal flashings (as needed) <> Re-seal any lifted edges on metal work (as needed) <> Caulk & seal deficient penetrations & pipe seals (as needed) <> Seal & top off deficient pitch pans (as needed) <> Caulk & seal deficient skylight seals (as needed). *\*Any items not listed above are considered exclusions and not covered under the scope or agreement.*

### SCOPE & AGREEMENT TERMS

Under the terms of this scope and the "SERVICE AGREEMENT," F.W. Walton, Inc. will provide either semi-annual or quarterly proactive roof maintenance services per the selected plan. F.W. Walton, Inc. does not guarantee manufacturer warranty compliance.

*Note: Proactive maintenance is only available under the "RoofAware+" or "RoofAware Plus+" service agreement plan.*

By signing this document and the "SERVICE AGREEMENT," you are hereby acknowledging that you have read and understood each document in their entirety (including this "MAINTENANCE SCOPE" and the "SERVICE AGREEMENT"). F.W. Walton, Inc. reserves the right to make changes to the terms and offers presented on the "Agreement" or this "Scope". You may request an updated copy for your records at any time.

### AGREEMENT DURATION

The "SERVICE & AGREEMENT" is a revolving agreement with no "locked in" duration. Your RoofAware plan will automatically renew every 365 days from the date the "agreement" and "scope" are signed. Notification of intent to terminate the agreement MUST BE COMMUNICATED within (15) days prior to the next billing date, scheduled roof inspection, and/or maintenance visit. Failure to provide notice under these terms will result in a renewal of your services and payment will be due within 30 days of invoice date.

### PAYMENT TERMS

All semi-annual and quarterly plans are billed annually. Initial payments are due at signing; services will not begin until initial payment has been received. Sales tax is not included in the cost of your selected plan. If you have any questions regarding payments, please contact us @ (713)674-9777. *Note: Tax is not calculated in any repair quotes or inspection report repair estimates.*

### HISTORICAL FILE

F.W. Walton, Inc. will maintain a historical file on each of the roofs/properties/roof sections that we maintain and service. This historical file will include the roof inspection history, completed work history and service history. This historical data is essential to your RoofAware services.

**\*\*Maintenance services do not guarantee your roofs. Leak services and roof repairs are not covered in the cost of any RoofAware plan.**

Plan Includes Roof Maintenance Services

Plan Does NOT Include Roof Maintenance Services

I hereby acknowledge that I have received the "MAINTENANCE SCOPE" and that I fully understand and agree to all terms & conditions.

Printed Name:

Signature:

Date:

CONTACT NAME:

PHONE NUMBER:

EMAIL:

COMPANY NAME:

BILLING ADDRESS:

## Service Agreement

**RoofAware - Lite:** One-time On-site Roof Analysis & Inspection Report      Total Properties:

 **Core RoofAware Features**      \*Total Amount Due:   
(tax not included)

- > Online roof asset management, history, and reports
- > 24/7 Online service dispatch
- > Digital invoices and repair images

T&M Labor Rate: **\$150/hr**  
*standard rate*  
(tax not included)

\* Initial RoofAware Lite inspection price of \$350 is an exclusive promotional price, any future inspections requested by RoofAware "Lite" clients will be billed at the standard inspection rate of \$500 per inspection.

**RoofAware - Reactive:**  Semi-Annual     Quarterly      Total Properties:


 **Includes all Core RoofAware Features**      Total Amount Due:   
(tax not included)

- > Semi-Annual / Quarterly On-site Roof Analysis & Report
- > 5% Discount on All Proactive Roof Repairs\*

T&M Labor Rate: **\$140/hr**  
*discount rate*  
(tax not included)

\* 5% discount applies only to "Proactive Roof Repairs" identified during inspections

**RoofAware - Plus+:**     Semi-Annual     Quarterly      Total Properties:

 **Includes all Core RoofAware Features**      Total Amount Due:   
(tax not included)

- > Semi-Annual / Quarterly On-site Proactive Maintenance\*\*
- > Semi-Annual / Quarterly On-site Roof Analysis & Report
- > 10% Discount on All Proactive Roof Repairs\*

T&M Labor Rate:   
(tax not included) *discount rate*

\* 10% discount applies only to "Proactive Roof Repairs" identified during inspections

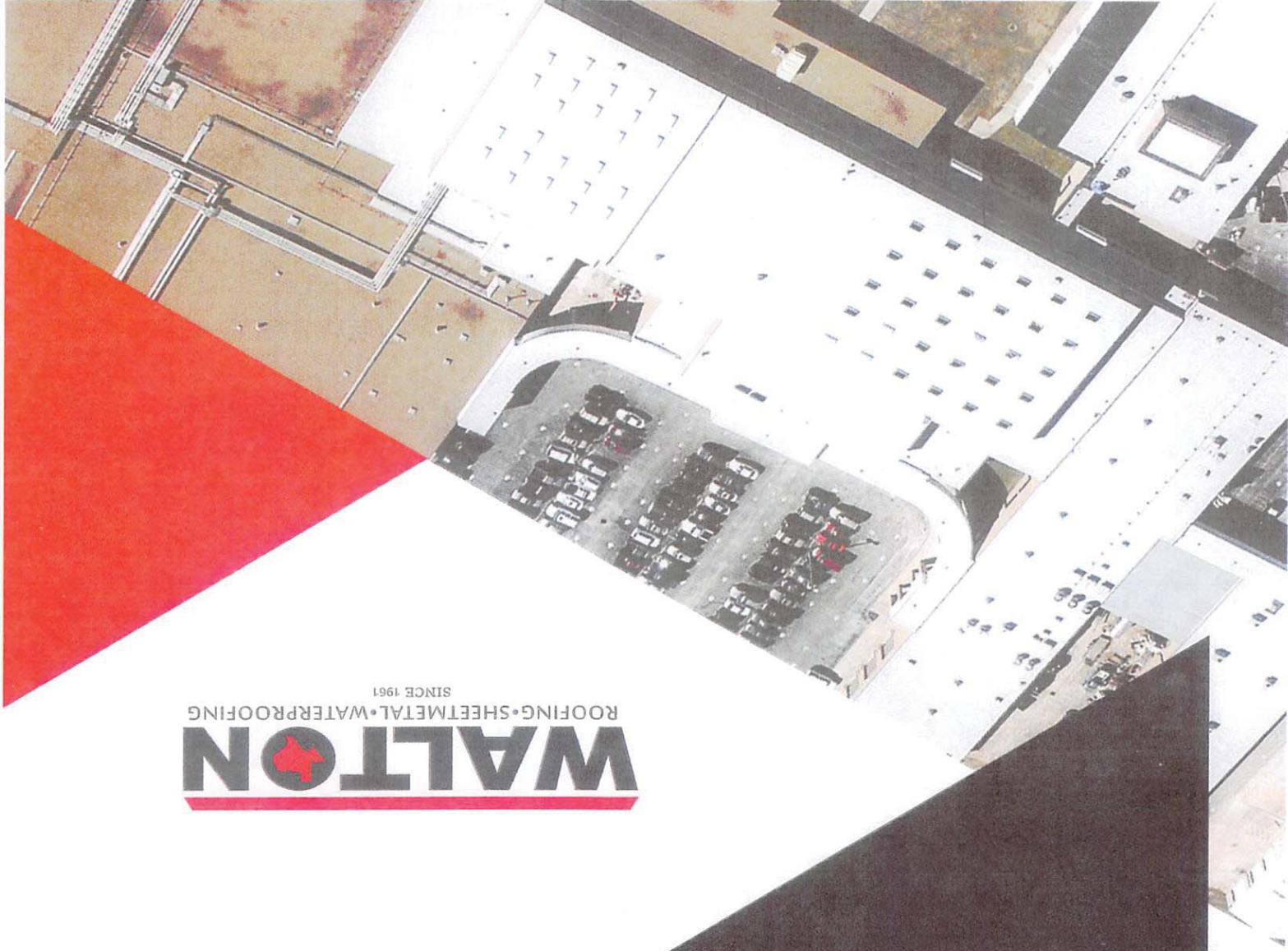
\*\* Maintenance services do not guarantee your roofs. Leak services and roof repairs are not covered in the cost of the pro-active maintenance plan.

I hereby authorize F.W. Walton, Inc to perform the services selected above. I agree to pay the "Total Amount Due" +tax no later than 30 days after signing this agreement. I understand that services and account setup may not begin until payment is made. I understand that any roof maintenance services are strictly limited to the signed "maintenance scope". By signing below, I am acknowledging that as a representative of my company (listed above) I have signed & received the "maintenance scope" and that I understand the document in its entirety along with this service agreement. RoofAware Reactive & RoofAware Plus+ plans require recurring annual payments. The next annual payment will be due 365 days from the date this agreement is signed. Roof repair warranties are subject to the overall age & condition of the roof. Duration, scope, or availability of any repair warranties will be at the sole discretion of F.W. Walton, Inc. Roof maintenance is not warrantable. F.W. Walton, Inc. does not guarantee manufacturer warranty compliance. I will provide all property information to F.W. Walton, Inc prior to the commencement of any RoofAware services.

Printed Name:

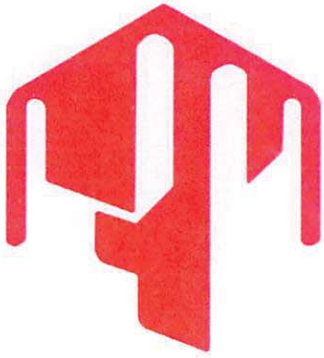
Signature:

Date:






**WALTON**  
ROOFING • SHEETMETAL • WATERPROOFING  
SINCE 1961

**RoofAware**  
Proactive Roofing Solutions



**Walton Roofing**  
8350 Mosely Rd  
Houston, Texas 77075

 [www.waltonroofing.com](http://www.waltonroofing.com)  
 [service@waltonroofing.com](mailto:service@waltonroofing.com)  
 (713) 674 9777

**CONTACT US**