

TIPS VENDOR AGREEMENT (JOC)

Between Jonesboro Roofing Co. 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 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. 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 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 85th 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 85th 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 Jonesboro Roofing Co. Inc.

Address P.O. Box 9016

City Jonesboro State Ar Zip 72403

Phone 870-935-4221 Fax 870-935-7670

Email of Authorized Representative smoore@jonesbororoofing.com

Name of Authorized Representative Scott Moore

Title Owner

Signature of Authorized Representative *Scott Moore*

Date 3/3/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

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 Jonesboro Roofing Co 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

Jonesboro Roofing Co Inc Information

Address: 2900 W. Washington Ave.
Jonesboro, AR 72401
Phone: (870) 935-4221
Fax: (870) 935-7670
Toll Free: (888) 575-7663

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

Scott Moore

Signature

Submitted at 3/9/2020 8:57:22 AM

smoore@jonesbororoofing.com

Email

Requested Attachments

Vendor Agreement

Vendor Agreement.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 Signature Form.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

Pricing Spreadsheet.pdf

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

RS Means Pricing Form JOC.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

No response

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

Proposed Goods and Services.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.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

All Other 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

Logo and Other Company Marks.jpg

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

Certificate of Corporate 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

Confidentiality 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

Bonding Capacity Letter.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

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

No

2 Yes - No

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 <https://comptroller.texas.gov/purchasing/vendor/hub/>

or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

No

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

Arkansas, Missouri, Tennessee and Texas

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Commercial and Residential Roofing/Sheet Metal Contractors

6 Primary Contact Name

Primary Contact Name

Scott Moore

7 Primary Contact Title

Primary Contact Title

President

8 Primary Contact Email

Primary Contact Email

smoore@jonesbororoofing.com

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

870-935-4221

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="870-935-7670"/>
-----------	--

11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="870-219-4201"/>
-----------	---

12	Secondary Contact Name Secondary Contact Name <input type="text" value="Lisa Moore"/>
-----------	--

13	Secondary Contact Title Secondary Contact Title <input type="text" value="Secretary"/>
-----------	---

14	Secondary Contact Email Secondary Contact Email <input type="text" value="lisam@jonesbororoofing.com"/>
-----------	--

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="870-935-4221"/>
-----------	--

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="870-935-7670"/>
-----------	--

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="870-219-4202"/>
-----------	---

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Jason Summers"/>
-----------	---

19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="staff_accountant@jonesbororoofing.com"/>
-----------	---

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="870-935-4221"/>	

21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.
<input type="text" value="Scott Moore"/>	

22	Purchase Order Contact Email Purchase Order Contact Email
<input type="text" value="smoore@jonesbororoofing.com"/>	

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="870-935-4221"/>	

24	Company Website Company Website (Format - www.company.com)
<input type="text" value="www.jonesbororoofing.com"/>	

25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)
<input type="text" value="71-0533611"/>	

26	Primary Address Primary Address
<input type="text" value="P.O. Box 9016"/>	

27	Primary Address City Primary Address City
<input type="text" value="Jonesboro"/>	

28	Primary Address State Primary Address State (2 Digit Abbreviation)
<input type="text" value="AR"/>	

29	Primary Address Zip Primary Address Zip
<input type="text" value="72403"/>	

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.)
<input type="text" value="roofing, sheet metal, shingles, epdm roofing, metal buildings"/>	

3 1 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?

3 2 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?

3 3 Company Residence (City)

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

3 4 Company Residence (State)

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

3 5 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.

3 6 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.

3
7

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.

3
8

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.

3
9

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.

4
0

Yes - No

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

4
1

Years Experience

Company years experience in this category?

4
2

Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

4 **NON-COLLUSIVE BIDDING CERTIFICATE**

3 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.

4 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

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:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

4 **Filing of Form CIQ**

5 If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 **Regulatory Standing**

6 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.

4 **Regulatory Standing**

7 Regulatory Standing explanation of no answer on previous question.

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 CFR PART 200 Contract Provisions Explanation**

2 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 **2 CFR PART 200 Contracts**

3 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 **2 CFR PART 200 Termination**

4 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?

5
5

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?

5
6

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?

5
7

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.

6
2

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.

6
3

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?

Yes

6 Remedies

6

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

8

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

7
5

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.

Yes

7
6

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?

Yes

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 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.

None

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

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. 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	VALID EMAIL IS REQUIRED	Phone
Jonesboro Public Schools	Monroe Pointer	monroe.pointer@jonesboroschools.net	870-933-5800
Craighead County Judge's Office	Marvin Day	mday@craigheadcounty.org	870-275-0105
Osceola School District	Richard Ford	rfordca@osd1.org	870-563-2561
Sloan Hendrix Schools	Clifford Rorex	crorex@sloan-hendrix.com	870-869-2384
Arkansas State University	Rusty Stroud	rstroud@astate.edu	870-897-5060

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: Jonesboro Roofing Co. Inc.
(Name of Corporation)

Lisa Moore certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Scott Moore
(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

President/Owner
(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

3/2/2020

DATE

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.

Jonesboro Roofing Co.Inc.

Name of company

Scott Moore, President

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

P.O. Box 9016 Jonesboro Ar 72403 870-935-4221

Address City State ZIP Phone

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 3/2/2020

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 Scott Moore Date 3/2/2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/4/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Center Inc 2200 Hidden Valley Drive, Suite 300 Little Rock AR 72212-4163	CONTACT NAME: Brenda Pruitt PHONE (A/C, No, Ext): (501) 223-2400 FAX (A/C, No): (501) 223-0611 E-MAIL ADDRESS: bpruitt@inscntr.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>United Fire & Casualty Company</td> <td>13021</td> </tr> <tr> <td>INSURER B:</td> <td>Bridgefield Employers Ins. Co.</td> <td>10701</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	United Fire & Casualty Company	13021	INSURER B:	Bridgefield Employers Ins. Co.	10701	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER F:																					
INSURED Jonesboro Roofing Co Inc 2900 W Washington St P O Box 9016 Jonesboro AR 72403																					

COVERAGES **CERTIFICATE NUMBER:** CL1971821836 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			60384935	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual Per Policy						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> X,C,U Coverage Provided						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						\$
A	AUTOMOBILE LIABILITY			60384935	8/1/2019	8/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			60384935	8/1/2019	8/1/2020	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB			(Covers over General Liab, Auto Liab, Liab, & Employers Liab)			AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0830-56524	8/1/2019	8/1/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater: Special Perils incl theft			60384935	8/1/2019	8/1/2020	\$2500 Deductible Per Loss \$410,405 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER **CANCELLATION**

Jonesboro Roofing Co, Inc.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Stephen Glenn/BRENDJ <i>Stephen Glenn</i>



McDaniel-Whitley, Inc.
Bonds & Insurance

P. O. Box 382007
Memphis, TN 38183-2007
Phone (901) 881-6464
Fax (901) 881-6467

February 18, 2020

RE: Jonesboro Roofing Company, Inc.
Jonesboro, AR

To Whom It May Concern:

With pleasure, I would like to extend my recommendation of the above contractor for your project. I have bonded and insured this contractor for over 10 years. All projects undertaken have been completed on time and have been performed without complaint of any kind from an owner, architect, engineer, subcontractor or creditor.

We stand ready to consider \$7,500,000 single projects over a \$15,000,000 program. Their current surety is RLI Surety Company and they are A+ rated by Best and in the Federal Register for approved Sureties. All bonds, however, are underwritten based on current financials, contract terms, funding, work in process and many other underwriting factors.

I have every reason to believe you will be well satisfied with Scott Moore and Jonesboro Roofing Company, Inc. Please give me a call if I may provide any additional information or may be of assistance.

Best regards,

Michael A. McDaniel
McDaniel-Whitley, Inc.
901-591-8750 direct
901-603-7250 cell
mmcdaniel@mcwins.com

3/54 - Item No 101

Firestone

Applicator Number

2699**BUILDING PRODUCTS COMPANY**

DIVISION OF THE FIRESTONE TIRE AND RUBBER COMPANY

**NON-EXCLUSIVE LICENSE AS APPLICATOR TO SELL AND INSTALL
FIRESTONE RUBBERGARD® ROOFING SYSTEMS**

This License Agreement binds

Jonesboro Roofing Co., Inc.
(Name of Firm)909 Southwest Dr.
(Street Address)Jonesboro Ar. 727401
(City/State/Zip)

(Applicator) and Firestone Building Products Company, a Division of the Firestone Tire and Rubber Company (Firestone) into an agreement subject to the terms, conditions and limitations stated herein.

1. Applicator shall:

- (a) Use its best efforts to sell and promote the use of Firestone RubberGard Roofing Systems, using only Firestone approved promotional materials.
- (b) Not begin any installation of Roofing Systems until Applicator has received technical field instructions or attended a training meeting.
- (c) Use only Firestone RubberGard® membrane, adhesive, sealant and flashing materials and comply with Firestone's RubberGard® specifications.
- (d) Purchase from and pay Firestone for all RubberGard Roofing products according to price quotations and terms furnished by Firestone representatives or agents at the time of bid.
- (e) Furnish to owner with the bid a copy of the Warranty identified by Firestone as one which will ultimately be issued by Firestone to the Owner, including a statement of its price.
- (f) Comply with all federal, state and local laws, regulations and governmental orders including but not limited to the Fair Labor Standards Act, Walsh-Healy Act, Equal Employment Act of 1972 and Occupational Safety and Health Act.
- (g) Provide a two (2) year warranty per Paragraph 5(c).
- (h) Provide Firestone or its representatives all requested information on the roof installation including but not limited to the following forms: Pre-Installation Notice, Approved Roof Drawing, Request for Inspection, Repairs for Warranty, Leak/Repair Notification.
- (i) Not use any sub-contractors that are not licensed by Firestone to install Firestone Roofing materials without receiving prior written approval from Firestone.
- (j) Not sell, transfer or assign its interest in any Firestone supplied materials to any roofing contractors that are not licensed by Firestone to install Firestone Roofing Systems. Any other sale, transfer or assignment of Firestone supplied materials to other roofing contractors must have Firestone's prior written approval.

2. Firestone shall:

- (a) Provide Applicator with instructional materials, and training which in Firestone's judgment are necessary to assure adequate quality and uniformity in installation of Firestone RubberGard® Roofing Systems.
- (b) Provide Applicator with updates or revisions of such specifications, details and/or installation instructions upon receipt of notice from the Applicator that it is contemplating using Firestone materials in bidding a particular job.
- (c) Provide Applicator a supply of promotional materials which in Firestone's judgment is adequate for Applicator's use in the sale and promotion of Firestone Roofing Systems.
- (d) Assist the Applicator in determining the warrantability of specific jobs by providing field technical assistance at published prevailing charges.
- (e) Provide to Building Owner, at price quoted to Applicator at time of bid, Firestone's Standard Warranty. Should it be determined that Firestone's specifications, details, installation procedures and instructions were not followed, or if Firestone has not been paid for roofing materials and the Standard Warranty, Applicator shall be notified of the situation and shall be given the opportunity to remedy the situation so that the roof will become eligible for Warranty.

- (f) Provide to Applicator a supply of all standard forms as described in Paragraph 1h above.
- (g) Furnish Applicator without charge technical assistance and advice for the purpose of evaluating watertight integrity of the installation of Firestone Roofing Systems. Any acceptance by Firestone would not be conclusive and hence not forgive the Applicator from his two (2) year warranty (Paragraph 5(c)) on watertightness.

3. Purchase of Roofing Systems:

- (a) All orders to Firestone for Roofing materials shall be submitted on a Firestone supplied purchase order form or on contractor's purchase order form, provided that the terms and conditions of sale are same as those shown on attachment A. All orders shall be subject to final approval and acceptance by Firestone. Firestone reserves the right to accept or reject all or any part of an order with just cause.
- (b) Firestone shall sell materials to Applicator subject to Firestone's standard terms, conditions, prices and shipping practices in effect on the date of shipment. Firestone reserves the right itself to change its price lists at any time, but in the event of an increase in the price applicable to orders already placed by Applicator, Firestone will delay application of new prices when price protection has been granted, in writing, for specified jobs, or the Applicator may cancel such order without charge or penalty by written notice within ten (10) days after the date of the announcement of such price increase.
- (c) Any sales, revenue, excise or other taxes applicable to Roofing Systems purchased by Applicator shall be added to the purchase price and shall be paid by Applicator, or in lieu thereof, Applicator shall provide Firestone with a tax exemption certificate or other proof of tax exemption in a form acceptable to the appropriate taxing authorities.
- (d) No Standard Warranty shall be issued or considered to be in full force and effect unless and until Applicator has paid Firestone for the Roofing Systems, Standard Warranty, and above taxes (unless Applicator has submitted appropriate proof of tax exemption to Firestone.)

4. Pre-Installation Notice:

- (a) At its expense Applicator shall furnish Firestone on Firestone supplied form, for every job on which Applicator is to install Roofing Systems, the following:
 - (i) Pre-Installation Notice of the roofing contract and copies of all job specifications, shop drawings, details and other plans to be used in connection with the installation of Roofing Systems, as soon as such items become available, including purchase order for materials.
 - (ii) A description of the nature of the work (i.e. public or private work).
- (b) Firestone's review of the above plans, details and other information is for the purpose of evaluating watertight integrity only. FIRESTONE MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- (c) Regardless of whether Roofing Systems have been ordered from Firestone or one of its authorized distributors, if Applicator fails to comply with Paragraph 4(a), Firestone shall notify Applicator of what legitimate information is desired and allow a reasonable time for submission of such information before refusal to ship or cancellation of order.

5. Inspections:

For every job Applicator shall:

- (a) Submit Pre-Installation Notice within fourteen (14) calendar days prior to installation.
- (b) Submit Request for inspection to Firestone indicating completion of Roofing Systems installation within seven (7) calendar days after completion of the installation.
- (c) For a period of two (2) years beginning with the date Standard Warranty is issued to Building Owner by Firestone, or in the event a Standard Warranty is not issued pursuant to paragraph 2(e) or because of Building Owner's preference, then for a period of two (2) years beginning with the completion of the installation of Roofing Systems, repair upon request of either Building Owner or Firestone, at Applicator's expense, any leaks caused by Applicator's negligence or faulty handling or installation of Roofing Systems including but not limited to the use of materials not approved by Firestone.
- (d) Allow Firestone, at Firestone's option, to inspect Roofing Systems at any time prior to the expiration of Applicator's two (2) year repair period, and at Applicator's expense follow such instructions and make such repairs deemed necessary in the judgment of Firestone to assure watertight integrity. Provided Applicator has made repairs to any leaks in accordance with its two (2) year guarantee, the Applicator shall have no further responsibility for the roof once the two (2) year period has elapsed, and Firestone shall not make any further demand or claim against Applicator concerning Applicator's workmanship or handling of materials.

- (e) Subject to the approval of Building Owner and Applicator's continuing status as a Firestone licensed Roofing Applicator, Firestone will have the option to request a bid form from the Applicator who completed the installation of Roofing Systems in the event that repair work becomes necessary after the above two (2) year period.

For every job Firestone shall:

- (a) Have the option to inspect and approve the watertight integrity of the installation of Roofing Systems. Firestone may direct Applicator to make such changes or repairs as Firestone deems necessary for proper installation. Such changes or repairs shall be at Applicator's expense if Firestone determines that Applicator failed to follow and adhere to Firestone's written specifications, details, installation instructions and procedures in effect at the time of installation. Any acceptance by Firestone would not be conclusive and hence not forgive the Applicator from his two (2) year warranty (Paragraph 5(c)) on watertightness.

6. Warranty to Applicator:

Firestone warrants its material to be free from defects. Applicator claims for allegedly defective material will be handled in accordance with Firestone Customer Claims Policy.

7. General Conditions:

- (a) Applicator shall not use the name Firestone, Firestone's logo or any other Firestone trademark or trade name in Applicator's firm name or assumed name or in any other manner, provided, however, Applicator may indicate in correspondence or advertising related to Roofing Systems, that it is a Firestone licensed Roofing Applicator. Upon expiration or termination of this Agreement for any reason Applicator shall immediately discontinue any use of any name, logo, trademark or trade name used by Firestone.
- (b) Applicator shall act only in Applicator's legal capacity as an independent contractor. In no event shall Applicator be an employee, franchisee or agent of Firestone. Firestone is not a franchisor. Applicator has no authority to act for, or on behalf of Firestone or to bind Firestone in any way whatsoever, and Applicator shall not so hold itself out to authority. Applicator is not authorized to make or extend any promises, representations or warranties with respect to Roofing Systems except as set forth in Firestone's product literature or specifications.
- (c) Neither party shall be held responsible for delays or failure to perform hereunder, (except for payment of monies when due), caused by fires, floods, strikes, labor disputes, accidents, acts of war, priorities required or requested by any governmental authority, and any resultant consequential costs due to transportation delays, restrictions imposed by federal, state or local law, regulations or ordinances, or Firestone's inability to secure raw materials or energy or for any other causes beyond a party's control.

8. Hold Harmless:

- (a) Applicator agrees to indemnify, defend and save Firestone harmless from any and all damages, losses or expenses including reasonable attorney's fees, direct or indirect, including settlement of any claim subject to Applicator's approval, which approval shall not be unreasonably withheld, which Firestone may be subjected to because of Applicator's negligence or failure to perform any term or condition of this Agreement. Firestone shall not be obligated to appeal any judgment which would impose liability on Applicator.
- (b) Firestone shall indemnify and save Applicator harmless from all damages, losses or expenses, including reasonable attorney's fees, direct or indirect, including settlement of any claim subject to Firestone's approval which approval shall not be unreasonably withheld, which Applicator may be subjected to because of Firestone's negligence or failure to perform any term or condition of this Agreement including specifically its obligations under the Standard Warranty.
- (c) In the event that any claim, action or proceeding is threatened or made against Applicator or Firestone which may impose liability on Applicator or Firestone under this indemnity, Firestone and Applicator shall promptly serve written notice on the other party of such claim, action or proceeding and the other party shall have the option to join in the defense of the claim at its expense.

9. Terms of Agreement; Termination:

- (a) This Agreement shall remain in effect until cancelled, without cause on thirty (30) days written notice; or without notice for breach of any covenant contained herein; or if either party shall deem the other financially unable to discharge the terms of the Agreement.
- (b) Firestone will fulfill the obligation of filling orders and issuing Warranties which have been accepted by Firestone prior to cancellation of this Agreement, unless the cancellation is due to poor workmanship (in such case contractor will have opportunity to remedy the poor workmanship) or illegal business practices.
- (c) Termination of this Agreement shall not relieve Applicator from its obligations and liabilities hereunder including but not limited to its obligations to repair Roofing Systems as provided in Paragraphs 5(c), (d) and 6(a), to complete the installation of Roofing Systems undertaken and not completed by Applicator by the date of the termination notice, and to make all payments due or accrued to Firestone and other material suppliers.

10. Waiver:

- (a) The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provision or of the right of such party thereafter to enforce any such provisions.

11. Assignment:

This Agreement is assignable by Firestone, but not by _____ without Firestone's written consent.

12. Construction:

This Agreement constitutes the entire Agreement between the parties. No change or addition to this Agreement shall be effective unless in writing and signed by the parties.

This Agreement shall become effective on date of execution by Firestone.

Date 10-21-84

Washers Roofing Co., Inc.
(Name of Firm)

By P. E. Moore Jr.
Title President

Signature P. E. Moore, Jr.

In presence of:

Melba Johnston
(Witness)

Date 10-24-84

FIRESTONE BUILDING PRODUCTS COMPANY
DIVISION OF FIRESTONE TIRE & RUBBER COMPANY

By J.R. Lockhart, Jr.
Title Southern Regional Manager

Signature J.R. Lockhart, Jr.

Date 11/1/84

In presence of:

Dawn [Signature]
(Witness)

Date 11/1/84



November 1, 2010

Jonesboro Roofing Co
2900 Washington St.
Jonesboro, AR 72401

Re: Contractor Certification

To Whom It May Concern:

Please accept our letter of confirmation concerning the qualifications of JONESBORO ROOFING CO. They were certified November 2008 by our company, Architectural Integrated Metals, Inc. This certification authorizes JONESBORO ROOFING CO. to receive our Weather-Tight Guardian Series Warranties.

Our warranties require that Architectural Integrated Metals, Inc. in conjunction with our contractors will provide certified inspection services, provided by an independent Third Party Inspection firm, to inspect the roof after the project has been completed.

Once inspected, certified and passed, the warranty will be issued for the required period of time as per specification.

Professionally,

Vice President, Sales & Mktg
Architectural Integrated Metals, Inc.

Cc:



THIS IS TO CERTIFY THAT
Jonesboro Roofing Co., Inc.
IS A

LICENSEE

OF

Berridge Manufacturing Company

As a Licensee of Berridge Manufacturing Company, this company is qualified to provide the highest quality and broadest range of products offered in The Berridge Total Program, including: On-Site Roll-Forming of Architectural and Structural Standing Seam and Batten Seam Roof Panels in Continuous Lengths; Premium Quality Kynar 500® Finish Coil and Flat Sheet Material for all Roofing Panels & Flashing; The widest variety of Factory-Fabricated Architectural and Structural Panels, Shingles and Tile Systems for Roofs, Facades, Mansards, Ceilings, Equipment Screens, Soffits, and Walls; Complete Light-Gauge Cold-Form Framing Member Systems for Retrofit Roofing Slope Buildup, Equipment Screens, Mansards, etc. In addition to this wide range of Architectural Panel Products, this Berridge Licensee is fully supported by both Product Material, Finish and Watertightness Warranty Service from material suppliers and Berridge Manufacturing Company. You are assured of the highest possible quality product and workmanship when you deal with a Berridge Licensee!


Jack A. Berridge



The aforementioned has achieved the status of Master Roofing Contractor for GAF Materials Corporation, 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 insure that each customer receives their "best and safest choice" in roofing.

GAF License # 13821
Valid Through 11/2011



Jonesboro Roofing Company Inc

Robert B. Tafaro,
President & CEO, GAFMC

Victor J. Anthony,
VP, Low Slope Systems, GAFMC



Tenured Member Certificate

This certificate is given to

Jonesboro Roofing Co Inc

*in honor of being a Tenured Member of CertainTeed's SELECT ShingleMaster™ credential program.
The longevity of your company's participation is an extraordinary testament to its successful operation
of business. In recognition of your membership in the SELECT ShingleMaster program for
ten or more years, we thank you for your support and wish your company continued prosperity.*

2005

SELECT SHINGLEMASTER SINCE

DIRECTOR, CONTRACTOR PROGRAMS

CertainTeed
SAINT-GOBAIN

This is to certify that

Jonesboro Roofing Co Inc

has achieved CertainTeed's highest credential level and therefore is authorized to operate and represent itself as a SELECT ShingleMaster™, and can offer the CertainTeed SureStart™ PLUS warranty extensions.



To become a SELECT ShingleMaster, this company has met the following conditions. Each of these criteria, by itself, is stringent, and highlights this contractor as a model in the trade.

1

All job supervisors, plus at least 50% of the shingle installation workforce, must be Master Shingle Applicators™. And, at least one employee is qualified as a Shingle Quality Specialist™.

2

The company owner has agreed to abide by the terms and conditions described in the "Code of Ethics and Professional Practices," and has qualified as a fiscally responsible business owner.

3

Proof of current workers' compensation insurance, as required by law, and liability insurance covering roofing have been submitted and are on file at CertainTeed.

4

The company has been in business for at least five years, or accredited in the CertainTeed ShingleMaster™ program for at least one year.

A SELECT ShingleMaster™ since:

2005

Tom Smith
Tom Smith

President, CertainTeed Roofing

Valid through January 31, 2018

20-30-207 © 2017 CertainTeed Corporation. Printed in U.S.A.

CertainTeed
SAINT-GOBAIN

Certified Residential Contractor

This is to certify that

Jonesboro Roofing Co., Inc.

has successfully completed the Malarkey Roofing Products®
Steep Slope Roofing Excellence Training

On this 20th day of June, 2018

Certification #: 2809 Member Since: 2017

Please note: This certificate is valid for one year from the date it was issued.

Jim Fagan

Jim Fagan, President
Malarkey Roofing Products®





JONESBORO ROOFING CO.

TRUSTED TO COVER THE MID-SOUTH

2900 WEST WASHINGTON SPUR
P.O. BOX 9016
JONESBORO, ARKANSAS 72403
Phone: (870) 935-4221 • Fax: (870) 935-7670

Jonesboro Roofing Co. Inc. and any manufacturer warranties will be supplied per individual job specifications. Note: Some sample warranties are enclosed.



JONESBORO ROOFING CO.

TRUSTED TO COVER THE MID-SOUTH

2900 W. Washington Spur • P.O. Box 9016
Jonesboro, AR 72403

— LIMITED WARRANTY —

THE FOLLOWING WILL SERVE AS OUR GUARANTEE FOR THE FOLLOWING ROOF SYSTEMS:
(check one)

- 1. Built Up Roof..... _____
- 2. Modified Roof..... _____
- 3. EPDM Rubber Roof..... _____
- 4. Shingles..... _____
- 5. Coatings..... _____
- 6. TPO Roof..... _____
- 7. Metal Roof..... _____
- 8. Other..... _____

Location of Building: _____

Use of Building: _____

Name of Owner: _____

Address: _____

City: _____ State: _____ Zip: _____

We hereby warrant that should the roof system placed on the aforementioned building by Jonesboro Roofing Co., Inc ("JRC") fail to be waterproof for a period of _____ years from _____ due to any defect in material of manufacturer and/or workmanship of JRC, we will either make the same waterproof at our expense or bear such proportion of the expense of replacing said defective material on a prorated basis using a ratio of the unexpired term of this guarantee as compared to the entire term of the warranty which is a period of _____ years, provided that notice of needed repairs is given to JRC immediately upon such defects or problems which are in need of repair become visible or the results of such defects are visible to the owner, administrator or their tenant.

This warranty does not cover damage or defects arising from fire, hail, hurricane, tornado, straight line winds, faulty construction by others, settlement of the building structure or any other cause of similar or different character which is beyond the control of JRC. The liability of JRC under this warranty is limited to the repair and/or replacement described above and does not in any form or fashion make JRC liable for any damage to the building, the contents or for any loss of business or profits claimed to result from any defect in the roof.

Should a claim be made under this warranty, we reserve the right to have an investigation performed and to require proof as may be necessary to determine the cause. This warranty will become invalid and JRC shall be relieved of liability thereon, if persons, firms or companies other than JRC makes any installation(s) to or upon said roof, or repairs thereon or otherwise creates any opens or cuts into any part of said roof for any reason or purpose without notice to and the written consent of JRC. JRC shall be released from any responsibility or liability under this warranty if the owner, administrator, tenant or any other person or entity uses purex, clorox or any other chemical on the roof, in a water tower or upon any air conditioning and/or heating unit on the roof for any reason. This warranty shall expire and become null and void on and after _____. The remaining portion of this limited warranty shall be transferable to a third party, upon inspection by JRC, written approval and payment of the current transfer fee to JRC.

THIS LIMITED WARRANTY SHALL BE EXPRESSLY LIMITED TO THE TERMS SET FORTH ABOVE AND NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED, IS GIVEN OR GRANTED. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

JONESBORO ROOFING CO., INC.



RED SHIELD LIMITED WARRANTY

ROOFING SYSTEM LIMITED WARRANTY

Warranty _____ FBCO # _____ Square Feet _____

Building Owner _____

Building Identification _____

Address of Building _____

Warranty Period of _____ Years, Beginning on _____

For the warranty period indicated above, Firestone Building Products Company ("Firestone"), Division of Bridgestone/ Building Owner ("Owner") above that Firestone will, subject to the Terms, Conditions, Limitations, and Definitions set F the Firestone Roofing System ("System").

TERMS, CONDITIONS, LIMITATIONS, AND DEFINITIONS

1. The System is limited to mean the Firestone brand membranes, Firestone brand insulations, and other Firestone br installed in accordance with Firestone technical specifications.

2. In the event any leak should occur in the System: (a) The Owner must give written notice to Firestone within thirty (: a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak; (b) Firestone determines that the leak is not excluded under the Terms, Conditions, Limitations and Definitions set forth b exclusive remedy and Firestone's liability shall be limited to the repair of the leak; (c) Should the investigation reveal t the Terms, Conditions, Limitations and Definitions set forth below, investigation costs shall be paid by the Owner. Fail costs shall render this Red Shield Roof System Limited Warranty ("Limited Warranty") null and void. If the cause of the Firestone to be outside the scope of this Limited Warranty, Firestone shall advise the Owner of the type and/or extent at the Owner's expense which, if the Owner properly makes, will permit this Limited Warranty to remain in effect for th Failure by the Owner to make these repairs in a reasonable manner and within a reasonable time shall render this Lir (d) Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be set arbitration in accordance with the American Arbitration Association's rules for the construction industry.

3. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicat materials, supplies, services, warranty costs and other costs which are included in, or incidental to, the System.

4. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or Natural forces, disasters, or acts of God including, but not limited to, winds in excess of 55 MPH, hurricanes, tornadoes atomic radiation, insects, or animals; (b) Any act(s), conduct or omission(s) by any person, or act(s) of war, which da impairs the Membrane's ability to resist leaks; (c) Failure by the Owner to use reasonable care in maintaining the Sys1 include, but not limited to those items listed on the reverse side of this Limited Warranty titled "Firestone Roofing Care ments;" (d) Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mort. Condensation or infiltration of moisture in, through, or around the walls, copings, rooftop hardware or equipment, bulic surrounding materials; (f) Any acid, oil, harmful chemical, chemical or physical reaction and the like which comes in cc damages the System, or which impairs the System's ability to resist leaks; (g) Alterations or repairs to the System not Firestone; (h) The architecture, engineering, construction or design of the roof, roofing system, or building. Firestone analysis of the architecture or engineering required to evaluate what type of roof system is appropriate; (i) A change i Failure to give proper notice as set forth in paragraph 1(a) above.

5. This Limited Warranty shall be transferable subject to Firestone inspection, written approval, and payment of the cl.

6. During the term of this Limited Warranty, Firestone, its designated representative or employees shall have free acc business hours. In the event that roof access is limited due to security or other restrictions, Owner shall reimburse Fir incurred during inspection and/or repair of the System which are due to delays associated with said restrictions. Owne removal and replacement of any overburdens, superstrata or overlays, either permanent or temporary, excluding acce as necessary to expose the System for inspection and/or repair.

7. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of suc terms and conditions of this Limited Warranty.

8. This Limited Warranty shall be governed and construed in accordance with the laws of the State of Indiana without

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION WHICH FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INST MANANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. TH SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORA INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTO FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO DAMAGE TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY THE PRESIDENT OF FIRESTONE OR A PERSON TO BEEN DELEGATED IN WRITING. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY WARRANTY WHETHER ORAL OR WRITTEN.

FIRESTONE BUILDING P
By: _____
Authorized
Signature: _____
Title: Manager C

"Your Safest Choice"


**Weather
Stopper[®]**

Diamond Pledge Extreme

"No Dollar Limit" (NDL) Guarantee

*"Service And Guarantee Coverage...
Beyond The Expected"*

*"Quality You Can Trust Since 1986...from
North America's Largest Roofing Manufacturer"*

CAF
ART MATERIALS

**MASTER
SELECT**

MASTER

ARCHITECTURAL INTEGRATED METALS, INC.

◆ ARMOR WEATHER-TIGHT WARRANTY ◆

THE GUARDIAN SERIES

Owner: _____ Warranty Effective Date: _____
Owner's Address: _____
City: _____ State: _____ Zip: _____ Phone: _____
Project Name: _____
Project Address: _____
City: _____ State: _____ Zip: _____ Phone: _____
Building Use: _____
Roofing Contractor: Jonesboro Roofing _____ Roofing Contractor Ph #: _____
Roofing Contractor Address: _____
AIM INC. Roof Panel Profile: _____
Roof Area Sq. Ft: _____ 1st Term _____ Years Notice of Term: _____

GUARDIAN IV DVR Twenty (20) Year Double Value Warranty

(A Limited Warranty)

DEFINITIONS:

- (a) "AIM INC." means ARCHITECTURAL INTEGRATED METALS, INC.
- (b) "Roofing System" means the Standing Seam Metal (and/or framed metal retro-fit) roof membrane that forms a water control element of the roof of the Building, consisting of AIM INC. standing seam metal roof and/or AIM INC. retro-fit light gauge roofing materials; AIM INC. approved roof insulation is also part of the GUARDIAN IV Roofing System Warranty, if the roof insulation is installed strictly in accordance with the insulation manufacturer's instructions. *(Not all insulation is approved by AIM INC. Only insulation specifically approved by AIM INC. as indicated in the AIM INC. "Warranty Request" form qualifies).* The Roofing System does not include any other components of the Building or roof, areas of the roof not described above, or workmanship for the installation of any of the foregoing; by way of example, but not as a limitation of the preceding clause, the following materials and the workmanship for their installation is not part of the Roofing System: vapor barriers, counter-flashing, metal flashing, scuppers, drains, pitch pans and other roof components, not manufactured by AIM INC.. AIM INC. shall have the SOLE AND EXCLUSIVE obligation for all warranty work commencing from the Warranty Effective Date and under all circumstances terminate on the (20th) year from the Warranty Effective Date of the AIM INC. Roof System. During the period in which AIM INC. has any warranty obligation, AIM INC. shall take appropriate actions necessary to cause the non-performing portions of the Roof System to perform their proper functions.
- (c) "Leaks in the Roofing System" means infiltration of water from outside of the Building through the Roofing System, that is not the result of any matter described below in the section entitled "What This Warranty Does Not Cover";
- (d) "Owner" means the person or entity identified above as the owner; and
- (e) "Building" means the building described above.

WHAT THIS WARRANTY COVERS: Subject to the following paragraph (What this Warranty Does Not Cover) commencing on the Warranty Effective Date and continuing for the Term set forth above, AIM INC. will repair or cause to be repaired Leaks in the Roofing System that directly result from failed standing seam metal panels due to material failure other than described below or in the installation of the Roofing System, that was prior approved on final inspection of the installed Standing Seam Metal Roof System.

WHAT THIS WARRANTY DOES NOT COVER: This Warranty is an agreement to perform certain repairs; it is not a warranty that the Roofing System will never leak or to undertake any responsibility, liability or obligation other than those specifically identified in the preceding paragraph (What this Warranty Covers). By way of example and not as a limitation of the preceding sentence, AIM INC. is not responsible or liable for:

- (a) leaks that are not Leaks in the Roofing System,
- (b) removal or abatement of asbestos in or on the Building,
- (c) personal injury or property damage of any kind, even if arising from a breach of this Warranty,
- (d) damage to the Building, its contents or components of the roof below the Roofing System,
- (e) the effects of leaks, including leaks in the Roofing System,
- (f) repairs to or replacement of the Roofing System not authorized in writing by AIM INC.,
- (g) the design of the roof or any of its components,
- (h) workmanship for the installation of Building or roof components other than the Roofing System, and
- (i) leaks or damages to the Roofing System attributable to one or more of the following conditions:
 1. Acts of God (including, but not limited to, lightning, high winds greater than (120) miles per hour, hurricane, tornado, hail, or other violent storm or casualty), impact of objects or damage to the Roofing System due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of the Building, or for any defect in or failure of material used as a roof base over which the Roofing System is applied, or for damage by traffic on the roof.
 2. Civil Insurrection, war, riot or vandalism.
 3. Exposure to ionized radiation, contamination by radioactivity from any nuclear source, or chemical attack on the Roofing System.

4. Failure to timely report Leaks in the Roofing System or to repair leaks not covered by this Warranty.
5. Defects or failures in the Building.
6. Changes in the Building usage unless approved in writing by AIM INC. prior to such change.
7. Installations on or through the Roofing System after the Warranty Effective Date.
8. Any repairs or alterations to the System that are (i) not authorized in writing by AIM INC. or (ii) performed by a roofing contractor who is not an AIM INC., "ACE" Certified Roofing Contractor."
9. Inadequate drainage.
10. Damaged Caused by workmen performing their duties on the roof, or equipment, mechanical systems, or other property placed on or attached to the roof system.
11. Failure to follow AIM INC.'s recommended maintenance program.
NOTE: AIM INC. has sole responsibility hereunder to perform or arrange performance of certain repairs to the Roofing System. Inspections of the Roof System by or for AIM INC. are therefore solely for AIM INC.'s benefit and others shall have no right to rely upon the results of such inspections. Responsibility for the design of the roof, supervision of roofers and contractors, maintenance of the Roofing System and all responsibilities not expressly assumed by AIM INC. herein remain with the Owner of the Building.
12. Leaks caused by Interior Gutters, Exterior Gutters and Downspouts.
13. Deterioration caused by marine atmospheres, (UNLESS THE ROOF IS CLEANED OF SALT SPRAY TWICE A YEAR) regular salt spray, or fresh water spray, or constant exposure to either salt or fresh water. As used herein, "constant exposure to water" Includes standing water caused by inadequate roof drainage or condensation caused by inadequate vapor barrier installations in the building. Cleaning the roof must be by an ACE Certified Contractor, inspected twice each year by an ACE Contractor, digitally recorded and sent to AIM, Inc.
14. Leaks caused by improper masonry treatment of joints and mortar beds, spray with water shedding materials, improper attachment of flashing to masonry, or similar improper connection to structures and materials not provided by the manufacturer.
15. Leaks caused by skylights, flashings, roof curbs, roof panels, or any other materials or product not supplied by or specifically approved by and stated as approved and warranted by AIM INC.
16. Leaks caused by condensate run-off from mechanical HVAC equipment.
17. Leaks caused by corrosive materials, such as copper flashings, or airborne contaminants, corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizer manufacturing, animal waste, and similar sources of corrosive vapors or gases, such as found in waste processing and recycling plants.
18. Leaks caused by infiltration of water from items such as, but not limited to, ventilation ducts, and hoods, HVAC equipment, communications and electrical penetrations, and plumbing vents and piping, where the point of the infiltration is beyond the outermost connection of the warranted penetration connections.

NOTICE: In the event of Leaks in the Roofing System, the Owner shall give written notice to AIM INC. no later than thirty (30) days after discovery of such leaks. The notice shall include all information available to the Owner regarding the nature and source of the leaks. When properly and timely notified as set forth herein, AIM INC. will inspect the roof, and if there are Leaks in the Roofing System covered by the terms of this Warranty, will arrange for repairs to the Roofing System. Repair and the cost thereof of all other leaks is the responsibility of the Owner of the Building. All notices to AIM INC. must be forwarded to 1724 Northside Industrial Blvd, Columbus, GA 31904.

TIME FOR REPAIRS: AIM INC. shall have ninety (90) days after receipt of written notification of leaks to initiate repairs of Leaks in the Roofing System unless prevented by acts of God or events beyond AIM INC.'s reasonable control.

WARRANTY RESPONSIBILITY AND PERFORMANCE: In the event of the occurrence of leaking within the time period indicated from the Warranty Effective Date, AIM INC. and Contractor must be notified in writing within thirty (30) days of such occurrence. AIM INC. will then examine the roof or cause it to be examined. Failure to give such timely notice shall discharge and waive any claim pursuant to this agreement. If, in the AIM INC.'s reasonable judgment, leaking has occurred which is covered by the terms of this Warranty, AIM INC. and the Contractor will provide replacement material or repair material, including installation and labor, to correct the leaks in accordance with the following provisions of this Warranty:

- (a) The Contractor will provide all labor, services, materials, and supplies to repair or correct leaks at Contractor's expense during the Initial Warranty Period and any extension of the Initial Warranty Period. The Initial Warranty Period shall be the first two (2) years from the Warranty Effective Date and shall be extended until such time that the Roof System has been leak free for period of (24) consecutive months.
- (b) After the Initial Warranty Period, AIM INC. shall provide all labor, services, materials, and supplies to repair or correct leaks at AIM INC.'s expense, subject to the limitations herein.

CANCELLATION: If any of the following events occur, AIM INC. may, at its option, without notice, cancel this Warranty. The right to cancel, as set forth herein, shall not be waived except in a written instrument signed by an AIM INC. officer or AIM INC.'s President. Any such cancellation shall be effective the date of the event giving rise to the right to cancel.

1. Installations on or through the System after the Date of System Completion, unless performed in a manner prescribed and approved in writing by AIM INC.;
2. Repairs or alterations to the System after the Date of System Completion, unless performed in a manner prescribed and approved in writing by AIM INC. prior to the repair or alteration;
3. Failure to follow AIM INC.'s recommended maintenance program. For information regarding AIM INC.'s recommended maintenance program, Contact AIM INC., Customer Service at 1724 Northside Industrial Blvd, Columbus, GA 31904 or www.ai-metals.com Phone: (706) 660-1877 Fax: (706) 660-1474;
4. Failure of the Owner to cooperate in AIM INC.'s investigation of leaks, including, but not limited to, failure to permit AIM INC. access to the Roofing System at reasonable times when requested or making access subject to conditions not contained herein. In the event of cancellation of this Warranty by AIM INC., AIM INC. shall have no further obligation to the Owner or any other entity with regard to the Roofing System.

NO MODIFICATION OF THIS WARRANTY: No representative, employee, agent of AIM INC. or person other than the President or Vice-President of AIM INC., has authority to assume for AIM INC. any additional or other liability or responsibility in connection with the Roofing System or the roof described above.

TRANSFERABILITY: During the ten (10) year period immediately following the Warranty Effective Date (but in no event after the expiration or termination of the Warranty), and upon complete satisfaction of the Conditions of Transfer set forth below within six (6) months of a sale or transfer of the Building, the Owner may transfer the Warranty to a purchaser of the Building (a "Purchaser"). Only one transfer shall be permitted. Except for one transfer to a Purchaser the Warranty may not be sold, assigned or transferred in any manner whatsoever. Except as set forth herein, any assignment, sale or transfer of the Warranty or the Building shall terminate all liability of AIM INC. under this Warranty, all warranties for AIM INC. manufactured products and any applicable implied warranties including warranties of merchantability and fitness for a particular purpose. Termination pursuant to this paragraph shall be effective as of the date of the assignment, sale or transfer. Upon transfer of the Warranty all obligations or liabilities of AIM INC. to the Owner shall automatically terminate. Transfer of the Warranty shall not renew, extend or alter any term of the Warranty except as set forth herein. Conditions of Transfer: The Owner and Purchaser must (1) within thirty (30) days after the transfer of the Building, pay to AIM INC. a transfer fee of \$1,000.00 and provide AIM INC. with written notice containing the names of the Owner and the Purchaser, the address of the Building, the Warranty Number set forth above, and the date of the transfer; (2) permit AIM INC. to inspect the Roofing System; (3) cause repairs or replacements to be made at the Owner's or Purchaser's expense, by an AIM INC. "ACE" Certified Roofing Contractor" in accordance with AIM INC. written recommendations and specifications, for all areas identified by AIM INC. in its sole discretion; and (4) provide written certification to AIM INC. that the Building's use has not changed since the Date of Roofing System Completion.

EFFECTIVE DATE:

The obligations of AIM INC. contained in this Warranty are conditioned on and shall be effective only after the last to occur of the following:

1. AIM INC. has received payment in full of the warranty fee,
2. AIM INC. has received Notice of Completion from the roofing contractor on AIM INC. forms, and
3. This Warranty has been issued and accepted by the Owner.

LEGAL REMEDIES: EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATIONS CONTAINED IN THIS WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTY AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF AIM INC. REGARDING THE ROOFING SYSTEM AND THE AIM INC. PRODUCTS INSTALLED THEREON. AIM INC.'S TOTAL LIABILITY HEREUNDER IS LIMITED TO THE COST OF REPAIRING LEAKS IN THE SYSTEM. IN NO EVENT SHALL AIM INC. BE LIABLE FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, EVEN IF ANY OF THE FOREGOING ARISES FROM A BREACH OF THIS WARRANTY. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS LISTED ABOVE MAY NOT APPLY TO YOU. ALL OBLIGATIONS AND LIABILITY OF AIM INC. FOR BREACH OF THIS WARRANTY SHALL TERMINATE AND EXPIRE UNLESS AN ARBITRATION THEREFORE IS BROUGHT WITHIN ONE (1) YEAR AFTER ANY SUCH CAUSE OF ACTION HAS ACCRUED.

MANDATORY BINDING ARBITRATION: EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") RELATING TO OR ARISING OUT OF THE AIM INC. PRODUCTS INSTALLED ON THE BUILDING IDENTIFIED ABOVE OR THIS WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST AIM INC., THE OWNER MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT www.adr.com OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879), AND PROVIDE WRITTEN NOTICE TO AIM INC. BY CERTIFIED MAIL AT 1724 NORTHSIDE INDUSTRIAL BLVD., COLUMBUS, GA 31904 WITHIN THE TIME PERIOD PRESCRIBED IN THE PRECEDING PARAGRAPH. AIM INC. SHALL BE ENTITLED TO RECOVER ITS REASONABLE COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, INCURRED IN ANY ARBITRATION OR LITIGATION OF CLAIMS CONCERNING THE ROOFING SYSTEM, AIM INC.'S PRODUCTS OR THIS WARRANTY, UNLESS THE ARBITRATOR DETERMINES (1) THERE ARE "LEAKS IN THE ROOFING SYSTEM" COVERED BY THIS WARRANTY AND (2) AIM INC. HAS FAILED TO FULFILL ITS OBLIGATIONS HEREUNDER.

OWNER'S AGREEMENT: AIM INC. would not agree to assume the obligations contained in this Warranty in the absence of any of the limitations and exclusions contained herein. Therefore,

- (1) the Owner's agreement to each and every term of this Warranty is an essential condition precedent to AIM INC. obligations;
- (2) AIM INC. shall have no obligation or liability hereunder in the absence of such agreement by the Owner; and
- (3) by accepting or asserting any rights hereunder, the Owner irrevocably agrees to indemnify and hold harmless AIM INC., its affiliates, successors, assigns, directors, officers, employees and agents (each an "Indemnified Party") from and against all claims, expenses (including attorneys fees and expenses), losses, liabilities, and damages in any way related to or arising from matters described in the section of this Warranty entitled "What This Warranty Does Not Cover," and all amounts paid in defense of the foregoing, which may be imposed upon, incurred by or asserted against an Indemnified Party by any person, firm or entity. Nothing contained in this Warranty shall be construed to be a waiver of any right to contribution or indemnity available to AIM INC..

AIM INC. shall be subrogated to the rights of the Building owner to the extent of any payment by made necessary by the acts of others. This Warranty supersedes all prior warranties concerning and/or the AIM INC. products installed on the roof.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, ENFORCED BY THE PARTIES.

ROOF OWNER:

AUTHORIZED SIGNATURE:

Signed: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Date _____

Certified Roofing Contractor:

AUTHORIZED SIGNATURE:

Signed: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Date _____

Architectural Integrated Metals, Inc. (AIM INC.)

AUTHORIZED SIGNATURE:

Signed: _____

Title: _____

Date: _____

Revision: 01-15-2009

Section B - Pricing Option - Discount off catalog price

Please provide the minimum percent discount off you will offer to our members for the catalogue, list, shelf, web or other published pricing that is not listed above in Section "A" or not currently available and may be added during the life of the award. For example: 10% discount offered on any other products sold by XYZ Company. Fixed minimum discount offered to TIPS or TIPS member for items offered by vendor, but not itemized in this proposal. Additional deeper discounts may be negotiated by TIPS or TIPS member with awarded vendor at time of purchase depending on item and volume of purchase. **If no percentage is inserted to the call to the right, TIPS assumes and records a zero percentage discount off catalog pricing. If you disagree or wish to enter a percentage greater than zero, please note in the call to the right**

Example: If you are a Technology Company and you sell tablets but do not list any tablets or pricing on your proposal and do not list a discount off for the catalog but want to add tablets later into your contract term, you WILL NOT be able to add tablets to your contract.

In order to add products to your proposal after you have been awarded a contract, you MUST add a discount off for the catalogue section above. To see a more thorough definition of "catalog" refer to the RFP document.

Section C - Pricing Option - Cost plus markup method

CAUTION: Selecting the Markup method of pricing may limit the availability of the contract because some jurisdictions prohibit cost plus pricing contracts.

Percentage markup (and cost to member) may be decreased due to volume or other factors but may not be increased. Percentage markup may be any percentage vendor deems appropriate but it will be considered as part of the evaluation.

Maximum Markup Percentage in call to right:

NOTE: If you do not have list prices or a catalog as defined in the RFP document you may propose pricing as a markup from your cost from your provider. Vendor must document the cost to the member to prove compliant pricing.

PERCENTAGE MAXIMUM MARKUP of items, goods, equipment (not services) not listed in this RFP, but carried for sale by vendor. Markup is from actual hard cost seller has paid for the good.

Vendor may add additional information as required or desired.



JONESBORO ROOFING CO.

TRUSTED TO COVER THE MID-SOUTH

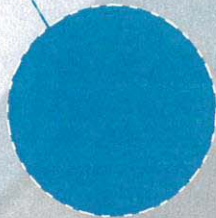
2900 WEST WASHINGTON SPUR
P.O. BOX 9016
JONESBORO, ARKANSAS 72403
Phone: (870) 935-4221 • Fax: (870) 935-7670

COMPANY PROFILE

1. Jonesboro Roofing Co., Inc.
2. Family owned and operated roofing business in Jonesboro, AR. Established on 1/1/1978
3. Physical address: 2900 W. Washington Spur, Jonesboro, AR 72401
Mailing address: P.O. Box 9016, Jonesboro, AR 72403
4. Commercial, Industrial, and Residential Estimators and Managers on staff.
5. There is only one primary Corporate Office.
6. Staff:
 - Scott Moore – Commercial and Industrial
 - David Vance – Metal Roofing and Buildings
 - Brandon Moore – Residential Roofing
 - Josh Taylor – Commercial Roofing
 - Chris Horton – Project Manager and Repairs Department
 - Lisa Moore – Marketing
 - Jason Summers – Financial and Bookkeeping
 - David Vance – Human Resources and Safety
 - Dawn Clark – Secretary
7. All projects are invoiced and due upon completion unless per contract
8. Last 3 Years Revenue: (2017) \$11,243,751 (2018) \$10,248,569 (2019) \$14,897,608

Any other information will be supplied upon request.

Thanks, Scott Moore



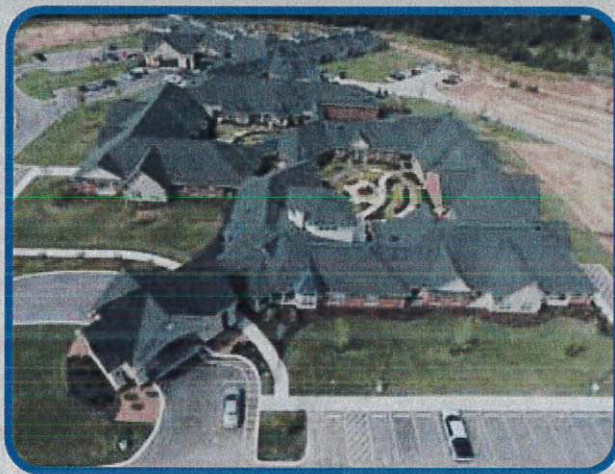
Locally-Owned & Operated
SINCE 1978

Specialized in all types of
Commercial & Residential Roofing Systems

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Fully trained personnel, estimators, and repair crews
available at all times to determine your roofing needs.

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Jonesboro, AR 72403
"All Roofing Systems"



"All Roofing Systems"

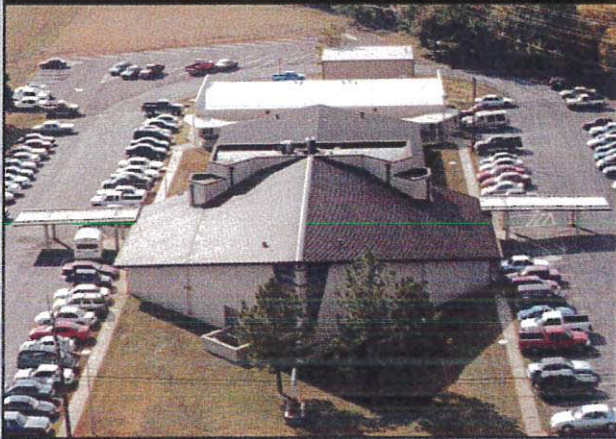
**Jonesboro Roofing
Company, Inc.**

Industrial

Commercial



*Lowe's
Jonesboro, Arkansas*



*Nettleton Church of Christ
Jonesboro, Arkansas*

*Paragould Mini-Rise
Paragould, Arkansas*



Since January 1, 1978, Jonesboro Roofing Company Incorporated has been helping both residential and commercial customers achieve total satisfaction from their roofing needs thanks to **high quality workmanship** and an unparalleled level of ingenuity. Using superior building materials and the finest industry standards, Jonesboro Roofing Company Incorporated has fulfilled many customers' demands like Kentucky Fried Chicken, Southwestern Bell Telephone, St. Bernards Regional Medical Center, Lowe's and Kraft Foods-Post Division, just to name a few.



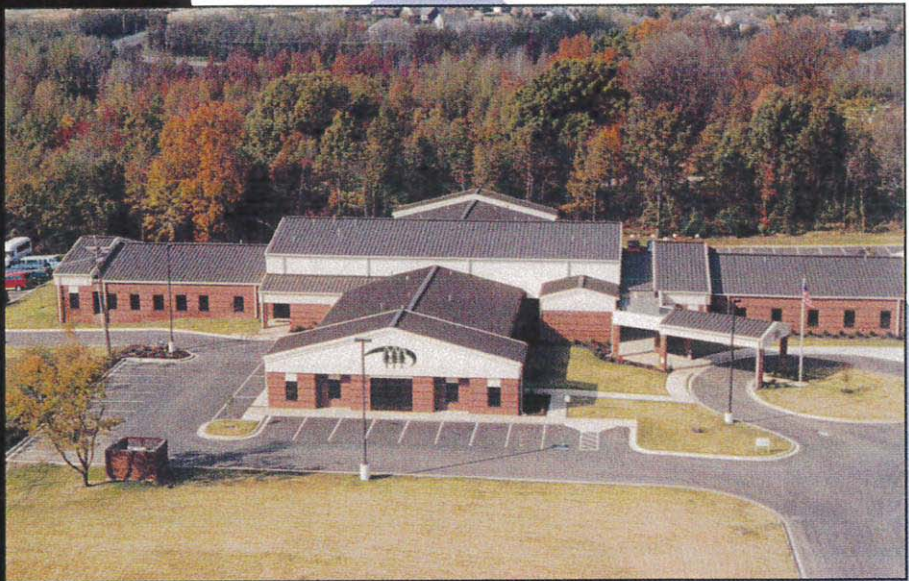
Jonesboro Roofing is a full service roofing company. Family owned and operated, we specialize in building long-term working relationships with our customers to ensure that the best roof possible was selected, meeting the highest standards for that particular customer's situation.

Jonesboro Roofing is fully bonded and insured, bringing to the table **over twenty years of experience**. We are proud members of the National Roofing Contractors Association and we are a manufacturer authorized applicator specially trained to correctly install a system that is right for you.



*Castleberry Elementary School
Newport, Arkansas*





*Midsouth Health Systems
Jonesboro, Arkansas*



*Kentucky Fried Chicken
Jonesboro, Arkansas*

Our staff of approximately 70 employees is experienced in **today's technology** thanks to attending schools, seminars and on site training sessions. Our memberships in organizations and our own research keep us familiar with new technology and systems in the industry.

In order to carry out company policy, Jonesboro Roofing employs a full-time safety director to ensure a safe working environment for both employees and clients. Shortcuts are not taken; safety always takes supremacy in completing the job. A strict drug program is administered at all times, and a thirteen-step investigation procedure is exercised in order to prevent any potential accidents from occurring. All employees are trained in safety equipment use, first aid and personal protective equipment.



*Jonesboro High School
Jonesboro, Arkansas*



We work with our clients on a long-term basis, making sure that **complete satisfaction** with every detail of the roofing system is perceived. Professionally trained personnel use only the highest quality products with strict quality control final inspections, eliminating headaches and leaving clients with peace of mind, knowing their system was properly installed.

We specialize in many roofing areas like:

- EPDM Single Plys**
- Thermoplastics**
- SBS & APP Modified Bitumen**
- Built-up Roofing**
- Metal Roofing**
- Shingle Roofing**

We also offer a full line of metal building and metal roofing from most major manufacturers such as CECO, American and Varco Pruden building systems, as well as repairs for all of the above systems.



Midsouth Bank
Jonesboro, Arkansas





**Arkansas Methodist Hospital
Paragould, Arkansas**



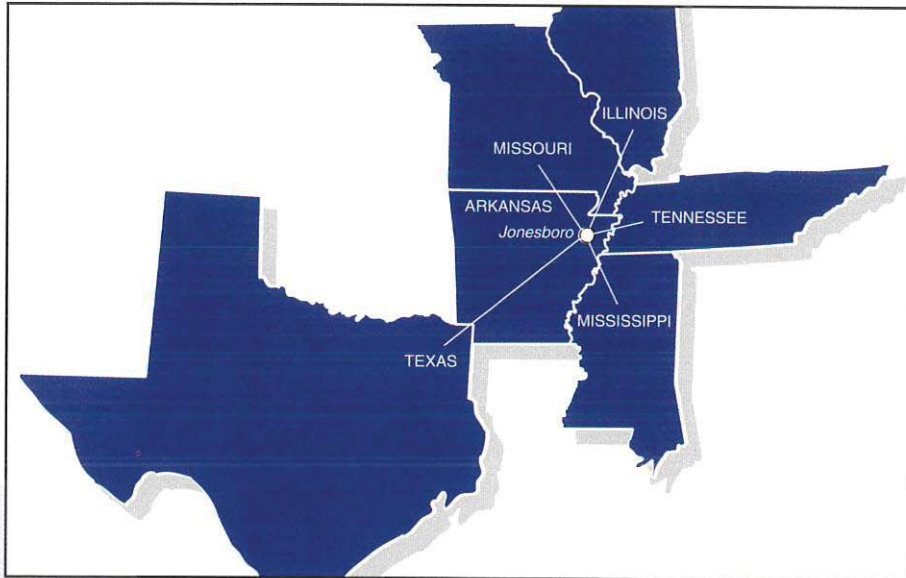
**Optus
Jonesboro, Arkansas**

**Valley View High School
Jonesboro, Arkansas**

Various industries have called on Jonesboro Roofing including:

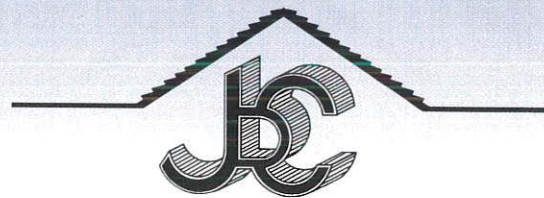
- Southwestern Bell Telephone
- Kraft Foods—Post Division
- Ruba-Tex
- Regions Hospital
- General Electric
- St. Bernards Regional Medical Center
- Arkansas Methodist Hospital
- Harris Hospital in Newport
- Jonesboro Public Schools
- Newport School District
- Northeast Arkansas Schools in Paragould
- U.S. Postal Service

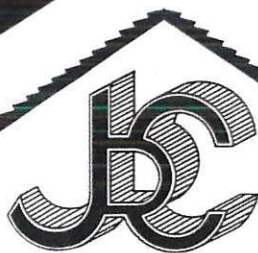




Jonesboro Roofing Company Incorporated has worked in over six states including Tennessee, Missouri, Texas, Arkansas, Mississippi and Illinois. Everyone here from management to service, welcomes you to Jonesboro Roofing. **Call today for a free estimate** and let us fulfill your roofing needs. Over twenty years in the business and tons of satisfied clients prove that Jonesboro Roofing Company Incorporated provides quality and satisfaction.

(870) 935-4221
Toll-Free (888)575-7663
www.jonesbororoofing.com





Jonesboro Roofing Company, Inc.

**2900 West Washington & 63 Bypass
P.O. Box 9016, Jonesboro. Arkansas 72403**