

# TIPS VENDOR AGREEMENT (JOC)

Between Roof Management Services, Inc. and  
(Company Name)

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

## General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The Vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

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

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

## **Terms and Conditions**

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

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

### **Freight**

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

### **Warranty Conditions**

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

### **Customer Support**

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

### **Agreements**

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

### **Davis Bacon Act**

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

### **Other Wage Rates**

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

### **Tax exempt status**

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

### **Assignments of Agreements**

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

### **Disclosures**

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan,

gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

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

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

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

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

### **Shipments**

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

### **Invoices**

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

### **Pricing**

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

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

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

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

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

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

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.**

Per Texas Education Code §44.032(f), reasonable Attorney's fees  
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are recoverable by the prevailing party in any dispute resulting in litigation.

### **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

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

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

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

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

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review of a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

## **Licenses**

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

## **Novation**

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

## **Site Requirements (when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

## **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## **Marketing**

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

**Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

**Survival Clause**

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

**Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Choice of Law**

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

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

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

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

### **Bonding**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

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

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

### **Scope of Services**

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

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.



### **Scheduling of Projects**

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “Scheduling of Projects”.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

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

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

### **Incorporation of Solicitation**

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

### **SECTION HEADERS OR TITLES**

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

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

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

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

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

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

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

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

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

# TIPS Vendor Agreement Signature Form

RFP 200201 Trades Labor and Materials (JOC)

Company Name Roof Management Services, Inc.

Address 11312 Indian Trail

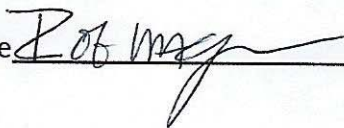
City Dallas State TX Zip 75229

Phone 972-278-7277 Fax 972-278-7279

Email of Authorized Representative rwagnon@roofingsvc.com

Name of Authorized Representative Rob Wagnon

Title President

Signature of Authorized Representative 

Date 03/16/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/23/2020

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

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



## 200201 Addendum 3 Roof Management Services Inc Supplier Response

### Event Information

Number: 200201 Addendum 3

Title: Trades, Labor and Materials (JOC)

Type: Request for Proposal

Issue Date: 2/6/2020

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

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

Dear potential TIPS Vendor,

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

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

## **Contact Information**

Contact: Jensen Mabe, Construction Program Manager

Address: Region VIII Education Service Center  
4845

Pittsburg, TX 75686

Phone: +1 (903) 438-6237

Fax: +1 (866) 839-8472

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

## Roof Management Services Inc Information

Address: 11312 Indian Trail  
Dallas, TX 75229  
Phone: (972) 278-7277  
Fax: (972) 278-7279

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

Rob Wagnon

Signature

Submitted at 4/2/2020 10:02:23 AM

[rwagnon@roofingsvc.com](mailto:rwagnon@roofingsvc.com)

Email

## Requested Attachments

### Vendor Agreement

200201\_Vendor\_Agreement\_JOC (1).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

Signed 200201\_Vendor\_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

200201\_Pricing\_Form (1).xlsx

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

DO NOT UPLOAD encrypted or password protected files.

### RS Means Pricing Form JOC

Signed 200201\_RS\_MEANS\_JOC\_Pricing\_Form.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

Reference\_Form\_JOC.xls

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

### Proposed Goods and Services

Brochure.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It 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**

Sample Warranties.pdf

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

## **Supplementary**

*No response*

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**

*No response*

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**

roof\_management\_services\_logo.png

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

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

*No response*

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

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

signed certificate corporate offeror.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\_CLAIM\_FORM (1).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**

Roof Management letter 2020-03-16 (1).pdf

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



## Bid Attributes

<b>1</b>	<b>Yes - No</b> Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="No"/>
<b>2</b>	<b>Yes - No</b> Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
<b>3</b>	<b>Yes - No</b> The Vendor can provide services and/or products to all 50 US States? <input type="text" value="No"/>
<b>4</b>	<b>States Served:</b> If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="Texas"/>
<b>5</b>	<b>Company and/or Product Description:</b> This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input type="text" value="Roof Management Services, Inc. is a full service commercial and industrial roofing contractor that offers a variety of quality roofing solutions throughout the entire state of Texas. With nearly 25 years experience in the commercial roofing industry, we've earned an excellent reputation in the state of Texas by providing maximum value on every roofing project."/>
<b>6</b>	<b>Primary Contact Name</b> Primary Contact Name <input type="text" value="Rob Wagnon"/>
<b>7</b>	<b>Primary Contact Title</b> Primary Contact Title <input type="text" value="President"/>
<b>8</b>	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="rwagnon@roofingsvc.com"/>

<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9722787277"/>
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<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9722787279"/>
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<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2145637291"/>
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<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Robyn Wagnon"/>
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<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Accountant"/>
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<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="robynwagnon@gmail.com"/>
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<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9722787277"/>
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<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9722787279"/>
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<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="2145375044"/>
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<b>18</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Robyn Wagnon"/>
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19	<b>Admin Fee Contact Email</b> Admin Fee Contact Email robynwagnon@gmail.com
20	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 9722787277
21	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Rob Wagnon
22	<b>Purchase Order Contact Email</b> Purchase Order Contact Email rwagnon@roofingsvc.com
23	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 9722787277
24	<b>Company Website</b> Company Website (Format - www.company.com) www.roofingsvc.com
25	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) 75-2594416
26	<b>Primary Address</b> Primary Address 11312 Indian Trail
27	<b>Primary Address City</b> Primary Address City Dallas
28	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) TX
29	<b>Primary Address Zip</b> Primary Address Zip 75229

**30 Search Words:**

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

Roofing, Sheet Metal, Metal Roofing, Built up roofing, gravel roofing, single-ply roofing, Soprema, Johns Manville, TPO, Flat Roofing, Modified Roofing, low slope roofing, commercial roof, RMS, Roof Management, Roof Management Services

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

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

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

Yes

**32 Yes - No**

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

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

OR

(B) employs at least 500 persons in Texas?

Yes

**33 Company Residence (City)**

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

Dallas

**34 Company Residence (State)**

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

Texas

**35 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?**

**4** 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 2 CFR PART 200 Contract Provisions Explanation**

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

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

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

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

**5 3 2 CFR PART 200 Contracts**

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

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

**5 4 2 CFR PART 200 Termination**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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.

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

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

do you agree to comply with the following federal requirements?

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

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

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

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

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

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

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

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**Davis-Bacon Act compliance.**

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

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

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

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

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

**6** **Indemnification**

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

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

**6 Remedies**

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

Do you agree to these terms?

**6 Remedies Explanation of No Answer**

7

**6 Choice of Law**

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**



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**Contract Governance**

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

Yes

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**Payment Terms and Funding Out Clause**

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

Yes

## 7 Insurance and Fingerprint Requirements Information

### Insurance

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

### Fingerprint

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

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

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

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

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

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

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

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

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

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

I certify that:

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

**OR**

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

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

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

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

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

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

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.

**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)

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2** Felony Conviction Notice

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

Select A., B. or C.

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

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

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

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

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

No response

**84 Required Confidentiality Claim Form**

**Required Confidentiality Claim Form**

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

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

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

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

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

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

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

**88 Indemnity Limitation with TIPS Members**

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

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

**89 Arbitration Clauses**

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

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

**90 Required Vendor Sales Reporting**

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

**91 Solicitation Deviation/Compliance**

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

**92 Solicitation Exceptions/Deviations Explanation**

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

**93 Agreement Deviation/Compliance**

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

**94 Agreement Exceptions/Deviations Explanation**

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







**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.

Roof Management Services, Inc.

Name of company

Rob Wagnon, President

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

11312 Indian Trail Dallas TX 75229 9722787277

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.**

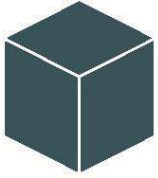
Signature \_\_\_\_\_ Date 03/16/2020

**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 Rob Wagnon Digitally signed by Rob Wagnon Date: 2020.03.16 13:44:47 -05'00' Date 03/16/2020



**BOX  
BONDING  
AGENCY**

March 16, 2020

**Re: Roof Management Services, Inc. – Dallas, TX**

Roof Management Services, Inc. has been a valued client of mine since 2004. We enjoy working with the competent and well qualified team of professionals and would be pleased to entertain a request for bonding with single projects in the low to medium seven figure range and an aggregate work program in the medium to high seven figure range.

Roof Management Services, Inc. is bonded by U.S. Specialty Insurance Company; a Texas based Treasury-listed corporate surety with an A.M. Best Rating of A+ (Superior) since 2014. Prior to being bonded with U.S. Specialty Insurance Company they were set up with SureTec Insurance Company; a Texas Based Treasury- listed corporate surety with an A.M. Based Rating of A (Excellent) since 2004.

Any request for bonding must be made by our client, and be accompanied by underwriting information as required by the Surety. Each request will be evaluated by the Surety based upon conditions and information available at the time of the request, including but not limited to a contract and bond forms acceptable to our client and their Surety, as well as satisfactory evidence of financing for private projects. Any arrangement for bonding is a matter between our client and their Surety, and BBA assumes no liability to you or third parties if for any reason we do not execute bonds.

Roof Management Services, Inc. has handled its surety relationship in a professional manner, and we are pleased to recommend them to you.

Sincerely,  
Box Bonding Agency

Jennifer Clark  
Operations Manager

# ROOF MANAGEMENT SERVICES, INC.

## ROOFING AND SHEET METAL ROOF GUARANTEE

**Whereas** Roof Management Services, Inc of 11312 Indian Trail Dr., Dallas, Texas 75229 herein called "*Contractor*" has completed application of the following roof or roof repairs:

Owner:  
Address of Owner:  
Type and Name of Building:  
Location:  
Area of Roof:  
Substantial date of Completion:  
Date Guarantee Expires:

SAMPLE

**Whereas**, at the inception of such work, Contractor agreed to guarantee the aforesaid coal tar elastomeric roof and sheet metal for a limited period and subject to the conditions herein set forth:

**Now, Therefore**, Contractor hereby **Guarantees**, subject to the conditions herein set forth, that during a period of **Two (2) Year** from the date of substantial completion of said coal tar elastomeric roof and sheet metal, it will, at its own cost and expense, make or cause to be made such repairs to said roof resulting solely from faults or defects in materials or workmanship applied by or through Contractor as may be necessary to maintain said roof in watertight condition.

This guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is any and all damage to said coal tar elastomeric roof, the building or contents caused by the acts or omissions of other trades or contractors; lightning, windstorm, hailstorm, flood, earthquake or other unusual phenomena of the elements; foundation settlement; failure or cracking of the roof deck; defects or failure of material used as a roof base over which the roof is applied; faulty construction of parapet walls, copings, chimneys, skylights, vents, supports, or other parts of the building; vapor condensation beneath the roof; penetrations for pitch boxes; water leakage due to erosion and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roofing from beneath rising nails; inadequate drainage, slope or conditions beyond the control of Contractor which cause ponding or standing water; termites or other insects; rodents or other animals; or fire. If the roof is damaged by reason of any of the foregoing, this guarantee shall become null and void for the balance of the guarantee period unless such damage is repaired by Contractor at the expense of the party requesting such repairs.
2. Contractor is not liable for consequential damages to the building or contents resulting from any defects in said roof, including, but without limitation, any interruption of business experienced by Owner or occupants of the building.
3. This guarantee shall become null and void unless the Contractor is promptly notified in writing of any alleged defect in materials or workmanship and provided an opportunity to inspect and, if required by the terms of this Guarantee, to repair the roof.
4. No work shall be done on said roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof, and no repairs or alterations shall be made to said roof, unless Contractor shall be first notified in writing, shall be given the opportunity to make the necessary roofing application recommendations with respect thereto, and such recommendations are complied with. Failure to observe this condition shall render this guarantee null and void. Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on said roof.
5. This guarantee shall become null and void if the roof is used as a promenade or work deck or is sprayed or flooded, unless such use was originally specified and the specification is noted in paragraph 9, below.
6. This guarantee shall not be or become effective unless and until Contractor has been paid in full for said roof in accordance with the agreement pursuant to which such roof was applied.
7. This guarantee shall accrue only to the benefit of the original Owner named above. It is not transferable to any other person, except with prior consent of Contractor.
8. This guarantee is in lieu of all other guarantees or warranties express or implied. All implied guarantees and warranties and specifically the implied warranties of merchantability and fitness for a particular purpose, are expressly excluded and disclaimed.
9. Additional conditions or exclusions: **Leaks** reported which are associated to HVAC units, A/C units and condensate pans, windows, block and brick walls, and/or any items not related to the new roof system, are subject to Contractor's service fees.

**In Witness Whereof**, this instrument has been duly executed this \_\_ day of \_\_\_\_, 201\_\_.

**ROOF MANAGEMENT SERVICES, INC.**

\_\_\_\_\_  
Rob Wagon - President



Johns Manville

Peak Advantage Guarantee



Building Owner:

Guarantee Number:

Expiration Date: August 2, 2039

Job Name:

Program

Date of Completion: August 2, 2019

Building Name:

Approved Roofing Contractor:

ROOF MANAGEMENT SERVICES INC  
11312 INDIAN TRAIL  
DALLAS, TX 75229

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years: 20 Year

\$ No Dollar Limit

Coverage:

The components of the Roofing System covered by this Guarantee are:

Total Squares: 1,305

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
1	430	BUR	4GIG	ENRGY 3			Wood Fiber

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		lin. ft.
	Expand-O-Flash (2) Style:		lin. ft.
	Expand-O-Flash (3) Style:		lin. ft.
	Fascia Style:		lin. ft.
	Copings Style:		lin. ft.
	Drains (1) Style:		ea.
	Vents Style:		ea.

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
2	840	BUR	4GIG	Tapered ENRGY 3			Wood Fiber

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		lin. ft.
	Expand-O-Flash (2) Style:		lin. ft.
	Expand-O-Flash (3) Style:		lin. ft.
	Fascia Style:		lin. ft.
	Copings Style:		lin. ft.
	Drains (1) Style:		ea.
	Vents Style:		ea.

Sec.	Sqs.	Roof Type	Membrane Spec.	Insulation Type			Cover Board
				Layer 1	Layer 2	Layer 3	
3	35	PVC	SP6PA	ENRGY 3			Wood Fiber

Accessories:	Type	Product Name	Quantity
	Expand-O-Flash (1) Style:		lin. ft.
	Expand-O-Flash (2) Style:		lin. ft.
	Expand-O-Flash (3) Style:		lin. ft.
	Fascia Style:		lin. ft.
	Copings Style:		lin. ft.
	Drains (1) Style:		ea.
	Vents Style:		ea.

These Johns Manville Guaranteed components are referred to above as the "Roofing System" and ALL OTHER COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE, including any amendments thereto.

Johns Manville\* guarantees to the original Building Owner that during the Term commencing with the Date of Completion (as defined above), JM will pay for the materials and labor reasonably required in Johns Manville's sole and absolute discretion to repair the Roofing System to return it to a watertight condition if leaks occur due to: ordinary wear and tear, or deficiencies in any or all of the Johns Manville component materials of the Roofing System, or workmanship deficiencies only to the extent they arise solely out of the application of the Roofing System. Non-leaking blisters are specifically excluded from coverage. Should any investigation or inspection reveal the cause of a reported leak to be outside the scope of coverage under this Guarantee, then all such investigation and inspection costs shall be borne solely by the Building Owner.

sample

## WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof leak please refer to directions on the reverse side.

## LIMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, routine inspections and maintenance are the Building Owner's sole responsibility (see reverse side of this document). This Guarantee does not obligate JM to repair or replace the Roofing System, or any part of the Roofing System, for leaks or appearance issues resulting, in whole or in part, from one or more of the following (a) natural disasters including but not limited to the direct or indirect effect of lightning, flood, hail storm, earthquake, tornados, hurricanes or other extraordinary natural occurrences and/or wind speeds in excess of 55 miles per hour; (b) misuse, abuse, neglect or negligence; (c) installation or material failures other than those involving the component materials expressly defined above as the Roofing System or exposure of the Roofing System components to damaging substances such as oil, fertilizers, or solvents or to damaging conditions such as vermin; (d) any and all (i) changes, alterations, repairs to the Roofing System, including, but not limited to, structures, penetrations, fixtures or utilities (including vegetative and solar overlays) based upon or through the Roofing System as well as any (ii) changes to the Building's usage that are not pre-approved in writing by JM; (e) failure of the Building substrate (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or other causes) or improper drainage; (f) defects in or faulty/improper design, specification construction or engineering of the Building or any area over which the Roofing System is installed; (g) defects in or faulty/improper architectural, engineering or design flaws of the Roofing System or Building, including, but not limited to, design issues arising out of improper climate or building code compliance; or (h) in instances of a recover project, Johns Manville is not responsible for the performance of pre-existing materials that predated the recover. Instead, Johns Manville's sole responsibility in recover systems where JM materials are adhered to existing materials is limited to the installed recover JM Roofing materials up to the wind speed listed herein. Guarantee coverage is limited to replacing recover JM Roofing materials only (and not the pre-existing materials - which is the Owner's responsibility) as required to return the roofing system to a watertight condition due to a claim covered under the terms and conditions herein. Johns Manville is not responsible for leaks, injuries or damages resulting from any water entry from any portion of the Building structure not a part of the Roofing System, including, but not limited to, deterioration of the roofing substrate, walls, mortar joints, HVAC units and all other non-Johns Manville materials and metal components. Moreover, the Building Owner is solely and absolutely responsible for any removal and/or replacement of any overburdens, super-strata or overlays, in any form whatsoever, as reasonably necessary to expose the Roofing System for inspection and/or repair.

This Guarantee becomes effective when (1) it is delivered to Owner; and (2) all bills for installation, materials, and services have been paid in full to the Approved Roofing contractor and to JM. Until that time, this Guarantee is not in force, has no effect - and JM is under no obligation whatsoever to perform any services/work.

The Parties agree that any controversy or claims relating to this Guarantee shall be first submitted to mediation under the Construction Industry Arbitration and Mediation Rules of the American Arbitration Association (Regular Track Procedures) or to such other mediation arrangement as the parties mutually agree. No court or other tribunal shall have jurisdiction until the mediation is completed. In any action or proceeding brought against the Building Owner to enforce this Guarantee or to collect costs due hereunder, Johns Manville shall be entitled to recover its reasonable costs, expenses and fees (including expert witness' fees) incurred in any such action or proceeding, including, without limitation, attorneys' fees and expenses, and the Building Owner shall pay it.

TO THE FULLEST EXTENT PERMITTED BY LAW, JM DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE.

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE. JM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR ITS CONTENTS AND OR OCCUPANTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE, INJURY. JM SHALL NOT BE LIABLE FOR ANY CLAIM MADE AGAINST THE BUILDING OWNER BY ANY THIRD PARTY AND THE BUILDING OWNER SHALL INDEMNIFY AND DEFEND JM AGAINST ANY CLAIM BROUGHT BY ANY THIRD PARTY AGAINST JM RELATING TO OR ARISING OUT OF THE ROOFING SYSTEM OR JM'S OBLIGATIONS UNDER THIS GUARANTEE. JM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE. THIS GUARANTEE DOES NOT COVER, AND EXPLICITLY EXCLUDES, ANY AND ALL INJURIES, CLAIMS AND/OR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY WATER ENTRY FROM ANY PORTION OF THE BUILDING STRUCTURE INCLUDING, BUT NOT LIMITED TO, THE ROOFING SYSTEM.

No one is authorized to change, alter, or modify the provision of this Guarantee other than the Manager, Guarantee Services or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the benefit of the Building Owner identified above and Building Owner's rights hereunder are not assignable. Upon sale or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new owner, and JM may transfer this Guarantee, in its sole and absolute discretion only after receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownership transfer.

In the event JM pays for repairs which are required due to the acts or omissions of others, JM shall be subrogated to all rights of recovery of the Building Owner to the extent of the amount of the repairs.

Because JM does not practice Engineering or Architecture, neither the issuance of this Guarantee nor any review of the Building's construction or inspection of roof plans (or the Building's roof deck) by JM representatives shall constitute any warranty by JM of such plans, specifications, and construction or in any way constitute an extension of the terms and conditions of this Guarantee. Any roof inspections are solely for the benefit of JM.

JM does not supervise nor is it responsible for a roofing contractor's work except to the extent stated herein, and roofing contractors are not agents of JM.

\*JOHNS MANVILLE ("JM") is a Delaware corporation with its principal mailing address at P.O. Box 5108, Denver, Colorado 80217-5108.



By: Joseph Smith  
Title: President Roofing Systems

Addendum(s)

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~ None ~

sample



## Maintenance Program

The following Maintenance Program is recommended and should be implemented and followed:

1. Building Owner must notify JM Guarantee Services Unit (see below) immediately upon discovery of the leak and in no event later than ten (10) days after initial discovery of the leak, time being of the essence. Failure of the Building Owner to provide timely notice to JM Guarantee Services of any leak is a material ground for termination of the Guarantee.
2. In response to timely notice, JM will arrange to inspect the Roofing System, and
  - (i) If, in JM's sole and absolute opinion, the leak(s) is/are the responsibility of JM under this Guarantee (see Limitations and Exclusions), then JM will take prompt appropriate action to return the Roofing system to a watertight condition, or
  - (ii) If, in JM's sole and absolute opinion, the leak(s) is/are not the responsibility of JM under this Guarantee, then JM will advise the Building Owner within a reasonable time of the minimum repairs that JM believes are required to return the Roofing System to a watertight condition. If the Building Owner, at his expense, promptly and timely makes such repairs to the Roofing System (time being of the essence) then this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make any of these repairs in a timely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System as well as any other areas of the Roofing System impacted by such failure.
3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building, its contents or occupants, then Building Owner may make reasonable, essential temporary repairs. JM will reimburse Building Owner for those reasonable repair expenses only to the extent such expenses would have been the responsibility of JM under the Guarantee.

There are a number of items not covered by this Guarantee that are the sole, exclusive responsibility of the Building Owner. In order to ensure that your new roof will continue to perform its function and to continue JM's obligations under the Guarantee, you should examine and maintain these items on a regular basis. All damage or leak investigation findings that are the direct result of non-covered maintenance items are the sole responsibility of the owner.

- Maintain a file for your records on this Roofing System, including, but not limited to, this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the Roofing System.
- Inspect your Roofing System at least semi-annually. This is best done in the spring, after the Roofing System has been exposed to the harsh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the Roofing System for damage after severe weather conditions such as hailstorms, heavy rains, high winds, etc.
- Since these types of Roofing Systems typically have a low slope, they are easily examined. However, care must be taken to prevent falling and other accidents. JM expressly disclaims and assumes no liability for any inspections performed on the Roofing System.

### When checking the Roofing System:

- Remove any debris such as leaves, small branches, dirt, rocks, etc. that have accumulated.
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the Roofing System. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the Roofing System, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by a JM Approved Roofing Contractor only.
- Examine the areas that abut the Roofing System. Damaged masonry, poorly mounted counter flashing, loose caulking, bad mortar joints, and any loose stone or tile coping can appear to be a membrane leak. Have these items repaired by a JM Approved Roofing Contractor if found to be defective.
- Examine the edges of the Roofing System. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by a JM Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the Roofing System.
- Check the building exterior for settlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your Roofing System.
- Examine protective coatings; any cracked, flaking, or blistered areas must be recoated.

### Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the Roofing System, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the Roofing System.
- Do not allow service personnel to make penetrations into the Roofing System; these are to be made only by a JM Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles. Invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect to the extent the main intent of the document is preserved.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America.

Guarantee Services  
(800) 922-5922  
E-mail: [gsu@jm.com](mailto:gsu@jm.com)  
[www.jm.com/roofing](http://www.jm.com/roofing)

Mailing Address:  
Johns Manville  
Guarantee Services  
P.O. Box 625001  
Littleton, CO 80162-5001

Shipping Address:  
Johns Manville  
Guarantee Services  
10100 West Ute Avenue  
Littleton, CO 80127

sample



Warranty No.: 101-000000

### Platinum NDL Roof Warranty

Building Name:		
Building Address:		
Roof Section:		
Owner Name:		
Owner Address:		
Contractor:		
Total Squares:	Roof Material:	Flashing Material:
Term of Warranty: ___ Years	Warranty Start Date:	Warranty End Date:

#### Express Warranty

SOPREMA, Inc., an Ohio corporation, warrants to you that your SOPREMA roof system will remain watertight for the full term of this warranty. This warranty is made subject to all the terms, conditions, and limitations set forth below.

#### Reporting Claims

To report a claim, follow the procedure set forth in Form 900 – Warranty Claim Procedure.

#### Remedy

When you make a valid claim, SOPREMA will provide the labor and material necessary to return the roof system to a watertight condition.

#### NOTICES

THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

THE ABOVE-STATED REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST SOPREMA.

IN NO EVENT IS SOPREMA LIABLE TO YOU OR ANY OCCUPANT OF THE BUILDING FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES.

This warranty document includes all of the following:

1. The Terms, Conditions and Limitations printed on the reverse.
2. Form 900 – Warranty Claim Procedure.
3. Form 901 – Care and Maintenance Guide.

This warranty is not valid until activated. To be activated, it must be signed by Owner and returned to SOPREMA within three months after the warranty start date. Until activated, the warranty is not binding against either party.

**SOPREMA, Inc.**

**Owner:**

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

### Terms, Conditions and Limitations

1. The components of your roof system covered by this warranty (the "Warranty") are the roof material and flashing material specifically identified by number or other description on the face of this Warranty.
2. The authorized contractor who installed the roof system is not an agent of SOPREMA. Any future work impacting the roof system must be performed by a contractor selected and hired by Owner and authorized by SOPREMA. Contact SOPREMA if you would like to receive a list of authorized contractors in your area.
3. The design and installation of the roof system and all other components must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. All services conducted by SOPREMA related to design, construction, review of project conditions and on-site inspections are limited in scope and do not expand the provisions of this Warranty. Accordingly, these services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management or professional design services.
4. Owner is responsible for ensuring that the roof system is maintained in accordance with SOPREMA's Care and Maintenance Guide (see Form 901) and for promptly notifying SOPREMA of any change in occupancy usage or any condition adversely affecting the roof system.
5. During the entire term of the Warranty, upon request, SOPREMA and any contractors it hires shall have full and free access to the roof. Access shall be provided during regular business hours, and, if requested in advance, any other times.
6. This Warranty covers a properly designed and installed roof system that develops a leak due to a manufacturing defect or contractor workmanship. The Warranty will provide Owner with a remedy when Owner follows the Warranty Claim Procedure (see Form 900) and the claim is validated by SOPREMA.
7. The roof system will not develop leaks from exposure to wind with a speed less than 74 m.p.h., as recorded by the National Weather Service data collection site located nearest to your building.
8. Following are some examples of conditions and types of damage that are not covered by the Warranty:
  - a. The effects of lightning, fire, flood, acid rain, thermal shock, explosion, hail, seismic event, hurricane, tornado, or microburst.
  - b. Improper use, order, sequencing, storage or handling of materials or systems.
  - c. The lack of positive roof slope or inadequate drainage.
  - d. Inaccessible leaks concealed below roof-supported equipment, overburden, and all other materials applied to the surface that are not part of the roof system.
  - e. Failure to apply the roofing system, or any material below the roofing system, to a suitable substrate, or subsequent substrate failure.
  - f. The failure of roof system substrates or attachment.
  - g. A deficient pre-existing condition or any sources of water entry other than the roof system.
  - h. Building or substrate settlement, deflection, movement, vibration, or displacement.
  - i. The accumulation of moisture from condensation in or below the roof system.
  - j. Exposure to extreme temperatures or humidity, for example, from equipment, exhaust, steam, hot water, freezers, or cold storage.
  - k. Plants, animals, insects, or other living organisms.
  - l. Incompatible materials or substances.
  - m. Deliberate or negligent acts such as excessive traffic, rooftop storage, vandalism, misuse, or abuse.
  - n. Falling, flying, dropped, discharged or blown materials, objects or debris.
  - o. Change in building occupancy or rooftop usage.
  - p. Unauthorized or improper repairs or modifications to the roof system.
9. The Warranty becomes a binding contract once it has been signed by both parties and all fees and expenses associated with the roofing project have been paid in full.
10. Temporary, emergency repairs to stop a leak may be made at Owner expense and will not void the Warranty, however it is Owner's responsibility to pay the cost of removing any excessive repairs. Promptly after making emergency repairs, Owner is responsible for following the Warranty Claim Procedure (see Form 900).
11. SOPREMA's failure to exercise or enforce any of its rights or powers under this Warranty is not a waiver and does not preclude SOPREMA from exercising any right or power in the future. Owner's failure to comply with any of the provisions of this Warranty applicable to it relieves SOPREMA of its obligations under this Warranty.
12. This Warranty is governed by and shall be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Any lawsuit by Owner that is related to the Warranty, or the alleged breach of the Warranty, must be filed in the Medina County, Ohio Court of Common Pleas or the U.S. District Court for the Northern District of Ohio. Owner irrevocably consents to the jurisdiction and venue of these courts.
13. In order for Owner to bring a lawsuit against SOPREMA, Owner must, as a condition precedent thereto: (a) have complied with all of the terms and conditions of the Warranty applicable to it, and (b) the lawsuit must be commenced within one (1) year after the cause of action accrues. Time is of the essence. The failure to satisfy either of these conditions precedent shall result in Owner's claims being forever barred.
14. The terms of the Warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not so feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.
15. This Warranty document (and the documents referred to herein) sets forth the entire agreement between SOPREMA and Owner with respect to the roof system. SOPREMA disclaims, and Owner waives, any affirmation of fact or promise that may have been made by SOPREMA or any of its employees, agents, representatives, or distributors that is not expressly stated in this Warranty.
16. The damages limited by the terms of the Warranty include, but are not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of people or animals, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roofing system), or damage to or destruction of property, including the building or any of its contents, even if SOPREMA has been advised of the possibility, or even the likelihood, of any of these types of damages.
17. This Warranty may be transferred to a subsequent building owner upon compliance with the following requirements: (a) a transfer request is made in writing to SOPREMA's Warranty Department, (b) at the time the request is made, you pay SOPREMA its then current transfer fee, and (c) you make any repairs to the roof system or other roof or building components that are identified by SOPREMA after an site visit as being necessary to preserve the integrity of the roof system.

**For Questions Contact:**

SOPREMA, Inc.  
Warranty Department  
310 Quadral Drive  
Wadsworth, OH 44281-9571  
Phone: (800) 356-5521  
www.soprema.us



Warranty No. : 131241

**20 YEAR NO REPAIR LIMIT WEATHERTIGHTNESS LIMITED WARRANTY**

McElroy Metal, Inc. (hereinafter referred to as "McElroy") and the undersigned contractor (hereinafter referred to as "Roofing Contractor"), warrant to the undersigned building owner ("Owner") that subject to the terms, conditions, limitations, allocations of this warranty, and the responsibilities of McElroy, Roofing Contractor and Owner, as stated herein, the Roofing System (defined below) as supplied by McElroy will be adequate to prevent intrusion of water from the exterior of the Roofing System into the building envelope (hereinafter "leaks"), when exposed to ordinary weather conditions and ordinary wear and usage, for a period of 20 years commencing with the date of substantial completion of installation of the Roofing System. The obligations of McElroy and roofing contractor hereunder shall be limited solely to the repair of the Roofing system, and any such repairs shall carry a warranty against leaks only for any then remaining balance of the original 20 year warranty period.

Notwithstanding the foregoing and any provision contained herein to the contrary, McElroy's repair obligations hereunder are limited to the repair of the roof system to prevent leaks. With respect to any Warranty Claims (as defined in Terms, conditions, and Limitations below) made during the period commencing with the substantial completion of the installation of the Roofing System and ending on that date which is two years later, plus any extension of this warranty (as set forth in the Terms, conditions, and Limitations below) which are covered hereunder, Roofing Contractor shall be solely responsible for the performance of such repairs, and Owner agrees that it will look solely to Roofing Contractor for the performance of such repairs. With respect to any Warranty Claims made thereafter which are covered hereunder, McElroy shall be solely responsible for the performance of such repairs, and Owner agrees that it will look solely to McElroy for the performance of such repairs.

As used herein, the term "Roofing System" means the McElroy furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the roof structure.

This Weathertightness Limited Warranty is not transferable or assignable. It becomes valid only when signed by each of Roofing Contractor, Owner and McElroy.

The laws of the State of Louisiana shall govern the rights and duties of the parties under this agreement and jurisdiction and venue is fixed in Bossier Parish, Louisiana.

**Project Information**

Project Name and Location: \_\_\_\_\_

Building End Use: Education

Type of Roof Covering: Maxima 216, 24 Gauge, TX SLV Metallic Roof Pitch: 4:12, 6:12

Amount of Material (square feet): 15,808 Date of Substantial Completion: \_\_\_\_\_

McElroy Invoice No.: \_\_\_\_\_

**McElroy Metal, Inc.**

By: \_\_\_\_\_  
Ian McElroy, President

Date: \_\_\_\_\_

**McELROY METAL, INC.**  
**McELROY METAL LIMITED 30-YEAR**  
**FINISH WARRANTY**  
**FOR**  
**McCLAD COIL COATED PRODUCTS**  
  
**COATING WARRANTY**

**Section I**

McElroy Metal Inc., Bossier City, Louisiana, (hereinafter referred to as "McElroy" hereby issues the following warranty to the original and first building owners who are registered purchasers of its pre-painted BUILDING COMPONENTS, steel coils and flat stock (hereinafter referred to as "Product") from McElroy used for roofing, fascia, mansard, wall, siding and soffit applications. McElroy warrants to the original and first building owners that its Products, upon delivery, are free from defects in material, excluding any freight damage. The term "free from defects in Material" does not include waviness present in the flat areas of wider panels, due to inconsistency in the alloys, galvanizing OR GALVALUMING process, light gauge metals and uneven substrates over which the Product is applied, which the industry has accepted as being prevalent and normal. Such waviness shall not be cause for a claim under this or any other warranty. The term "normal atmospheric conditions" shall mean and include normal conditions that are known to be commonly prevalent in a given community that is free from and is not generally exposed to severe corrosive chemical and industrial toxins, fumes, ash, agents and other pollutants that are otherwise present in the industrial and chemical plant areas and which would otherwise affect normal atmospheric conditions.

**Section IA**

This warranty applies only to Product erected within the continental United States which have been exposed to normal weather and atmospheric conditions, and does not apply to failures or defects that are caused as a result of acts of God, war, fire, other accidents or casualty, vandalism, radiation, falling objects, external forces, explosions, riots, civil commotions, harmful fumes, cement and other foreign substances in the atmosphere, chemical fumes, and chemical sprays that are present in industrialized and toxic areas, falling sand, dust particles, improper installation on uneven or irregular substrates, damage as a result of walking over the roof, improper handling and installation of the Product or its fabrication. This warranty is strictly limited to the Product as outlined herein and shall not apply to failures, leaks, or consequential damages caused by application of the Product into building components. This Warranty is offered to the original building owner only, the registered purchaser of the Product, and is not transferable or assignable. McElroy expressly precludes others from claiming, representing or implying that this warranty extends to or is available to anyone other than the original and first building owner. It is the responsibility of the building owner to maintain such identification records for purposes of exercising the rights under this warranty throughout the duration of the warranty period. All claims must be submitted in writing to McElroy within the warranty period and promptly after discovery of the claimed defect, describing the defect claimed and referring to this warranty and date of issuance, together with the name of the contractor and proof of purchase. McElroy will then examine the panels, or cause them to be examined. If, after inspection by McElroy, it is determined that the claim is valid in accordance with the terms of the Warranty, McElroy agrees, at its option, to refinish or replace the defective panel or panels on the following basis: McElroy will assume 100% of the cost of refinishing or replacement on a non-prorated basis within the first twenty years, 90% during the twenty-first year, 80% during the twenty-second year, and 10% less than the preceding year for each additional year thereafter through the 30th year. The basis for computing cost of refinishing and restoring shall be current market prices AT THE TIME OF PURCHASE. It will be at the discretion of McElroy what appropriate measure shall be taken; that is, whether the Panels are to be refinished, replaced or otherwise restored. The building owner shall extend a license to McElroy or to any of its authorized reps/contractors to proceed with uninterrupted work for such refinishing, replacement or restoration, if required, and shall indemnify and hold McElroy harmless from any damages or claim arising out of or connected with such refinishing, replacement or restoration; provided, however, that such indemnification shall not extend to acts of negligence by McElroy, its agents or employees. The Panels refinished, replaced or otherwise restored shall be warranted to the same extent and of the unexpired term of the original warranty, and this warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this warranty confer upon the building owner the right to refinish, replace or restore, without written notice and agreement by a duly authorized officer of McElroy. Any unauthorized restoration, replacement or refinishing of the product shall result in this warranty becoming null and void.

(Continued on Back)

## McElroy Metal Galvalume Limited Warranty

McElroy Metal warrants to the buyer that McElroy Metal's hot dipped aluminum-zinc alloy coated GALVALUME (TM) sheet steel sold for use as painted or unpainted steel building roofing and siding panels, if erected within the United States, will not rupture, fail structurally, or perforate within a period of 25 years after shipment from McElroy Metal due to exposure to normal environmental conditions.

This warranty DOES NOT APPLY to sheets exposed at any time to corrosive or aggressive environmental conditions, including but not limited to:

1. Areas subject to salt water marine atmospheres or constant spraying of either salt or fresh water.
  - a. Coastline with breaking surf 1,500 feet
  - b. Coastline with large bay 800 feet
  - c. Coastline with marsh 400 feet
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste, or its decomposition by-products, carbon black, or fallout from copper, lead, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings or areas where the Galvalume sheet is in contact with lead or copper.
4. Conditions / circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty DOES NOT APPLY in the event of:

- A. Bends less than 2T inside bend diameter for sheet thickness 0.030" and thinner, and less than 4T for sheet thickness 0.031" and thicker.
- B. Slopes of the roof or sections of the roof flatter than 1/4:12.
- C. Mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication, or erection.
- D. Forming which incorporates severe reverse bending or which subjects the metallic coating to alternate compression and tension.
- E. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of sheets or panels.
- F. Failure to remove debris such as dirt, leaves, and rubbish from overlaps and all other surfaces of the sheets or panels.
- G. Damage caused to the metallic coating by improper forming, scouring or cleaning procedures.
- H. Deterioration of the panels caused by contact with green, wet or pressure treated lumber or wet storage stain caused by water or condensation.
- I. Presence of damp insulation, soil, vegetation, or other corrosive materials in contact with or in close proximity to the panel.
- J. Deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with Galvalume roofing or siding panels rest solely with the Buyer. Fasteners are to be insulated from panel surface (elastomeric grommets) to prevent dissimilar metal contact.
- K. Failure caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war or radiation.
- L. Failure due to use in manner not intended or improper storage or handling.
- M. Failure due to edge corrosion or misapplication of McElroy's material.

**McELROY METAL, INC.**  
**KYNAR 500®**  
**COATING SYSTEM LIMITED WARRANTY**  
**APPLICABLE PRODUCTS: ALL MCELROY KYNAR 500® COATED PRODUCTS**

McElroy Metal, Inc. ("McElroy") warrants to the purchaser of McElroy panels using Galvalume, galvanized G90 or aluminum substrates with standard Kynar 500® or Hylar 5000® coating systems that when used in exterior applications the coating system will meet the following standards. For warranty terms on special and/or non standard colors, please contact a McElroy representative.

1. For a period of 40 years from the date of shipment, the coating system will not crack, check or peel (lose adhesion).
2. For a period of 30 years from the date of shipment, the coating system will not chalk in excess of numerical rating nine (9) for sidewall applications and numerical rating eight (8) for roof applications when measured in accordance with ASTM D-4214 method A procedures.
3. For a period of 30 years from the date of shipment, the coating system will not change color (fade) more than four (4) ΔE Hunter units for sidewall applications and five (5) ΔE Hunter units for roof applications when tested in accordance with ASTM D-2244 method A procedures. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed surface. It is understood that fading or color changes may not be uniform, if the surfaces are not equally exposed to the sun and elements.

Orange, Casco Orange, Safety Orange and Brite Red are warranted under the same testing methods and limitations as indicated on this warranty, but have special numerical ratings as indicated below:

1. For a period of 20 years from the date of shipment, the coating system will not crack, check or peel (lose adhesion).
2. For a period of 10 years from the date of shipment, the coating system will not chalk in excess of numerical rating eight (8) for sidewall and roof applications.
3. For a period of 10 years from the date of shipment, the coating system will not change color (fade) more than five (5) ΔE Hunter units for sidewall and roof applications.

McElroy Metal also warrants that for a period of fifteen (15) years, panels coated with Kynar 500® or Hylar 5000®, when installed in vertical or non-vertical applications (min 3:12 slope) will not exhibit accumulation of red rust greater than  $\frac{3}{4}$ " at any one interior point of the panel. This provision shall not apply to any accumulation of red rust which occurs within  $\frac{3}{4}$ " of breaks of discontinuities in the surface, such as panel edges (factory or field cut) or metal penetrations (such as fasteners) at any time after application of pre-treatment and paint systems.

Subject to the conditions, limitations and exclusions set forth below. If any panels fail to comply with the warranty specifications set forth above, McElroy agrees to repair, repaint or replace such panels, at its sole cost and expense. McElroy shall have the sole option of repairing, repainting or replacing the panels and may contract for such work. Any repaired, repainted or replaced panel shall be covered by this limited warranty, but only for the remainder of the period applicable to the panel originally purchased. McElroy's liability under this warranty shall be limited to the cost of labor and materials reasonably necessary to repair, repaint or replace the panels that do not meet the above specifications. All claims filed under this warranty must be presented in writing by the purchaser to McElroy during the warranty period and not more than 30 days after discovery by the purchaser of the problem for which the claim is made. All claims must reference McElroy's invoice number and be either hand delivered or sent by registered or certified mail to McElroy Metal at 1500 Hamilton Road, Bossier City, Louisiana 71111.

**THIS WARRANTY SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS AND EXCLUSIONS:**

- A. This warranty covers only panels erected in the continental United States, Alaska and Canada, which are exposed to normal weather and atmospheric conditions.
- B. This warranty is for the benefit of the original purchaser only and is not transferable or assignable.
- C. In determining whether the panel meets the specifications set forth above, color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk per ASTM D 2244 method A procedures. McElroy does not warrant that color changes will be uniform.
- D. This warranty is null and void for any material that is subjected to salt spray or installed on property 1,500 feet or fewer from a salt water environment.
- E. This warranty does not apply to defects or failures which arise out of any of the following:  
(1) the formation of rust on the panel edges;





**HYLOAD SYSTEMS®**



**WARRANTY**

**WWW.HYLOAD.COM**

# 20 YEAR WARRANTY

## **HIGH PERFORMANCE ROOFING SYSTEMS**

### **20 YEAR COMMERCIAL WARRANTY MATERIALS AND WORKMANSHIP**

HYLOAD, INC., 9976 Rittman Road, Wadsworth, OH 44281 (the "Company") warrants to the owner named below ("Owner") that for a period of 20 years, subject to the Terms, Conditions, and Limitations set forth below, the Hyload Roofing System (the "System") supplied to Owner for use on the commercial building project described below, will not leak and cause water infiltration into said building as a result of any defect in the design or manufacture of the System, or as a result of defective workmanship in the application of the System.

### **TERMS, CONDITIONS & LIMITATIONS**

1. This warranty shall not become effective nor will the Company have any obligation under this warranty until all bills for materials and services related to this installation are paid in full.
2. This warranty shall become null and void if the following work is performed without the prior written approval of the Company: (a) any alterations or repairs to the roof, except emergency leak repairs made in a manner compatible with the System (written notice of the emergency repair must be provided to the Company within ten days); (b) subsequent work at or through the System; or (c) changes in building usage resulting in damage to the System.
3. Throughout the term of this warranty, the Company or its representative shall be given free access to the roof of the commercial building described herein during regular business hours.
4. IF AFTER INSPECTION BY THE COMPANY, LEAKS IN THE SYSTEM WHICH CAUSE WATER INFILTRATION INTO THE BUILDING ARE FOUND TO BE THE RESULT OF DEFECTS IN THE DESIGN OR MANUFACTURE OF THE SYSTEM, OR DEFECTIVE WORKMANSHIP IN THE APPLICATION OF THE SYSTEM, THE COMPANY WILL, VIA SUCH METHODS AS IT DETERMINES FIT, EFFECT THE REPAIR OF SUCH LEAKS AT ITS EXPENSE. HOWEVER, IN NO EVENT SHALL THE COMPANY'S OBLIGATION OVER THE LIFETIME OF THE WARRANTY EXCEED THE RETAIL PRICE OF THE HYLOAD ROOFING SYSTEM USED IN THE ORIGINAL INSTALLATION ON THE ROOF.
5. Owner shall provide immediate notification by telephone to Hyload upon the discovery of any leak in the roof and written confirmation of such leak within 15 days thereafter. Failure to comply with this notice requirement shall constitute a material breach of the warranty.
6. In the event repairs are required which are not covered by this warranty, the Company will advise Owner of such repairs to be made at Owner's expense. If the required repairs are promptly made by Owner, this warranty shall remain in effect for the unexpired portion of its original term. If owner does not make required repairs promptly (within 30 days), this warranty shall automatically terminate without further notice by the Company.
7. THIS WARRANTY SHALL NOT BE APPLICABLE TO NOR SHALL THE COMPANY BE RESPONSIBLE FOR LEAKS OR DAMAGE CAUSED IN WHOLE OR IN PART BY: ACTS OF GOD, INCLUDING BUT NOT LIMITED TO, LIGHTNING, HURRICANES, GALES, TORNADOES, OR EARTHQUAKES; VANDALISM, CIVIL DISOBEDIENCE OR ACTS OF WAR; SETTLING, WARPING, MOVEMENT, DEFECTIVE CONDITION, CORROSION, OR OTHER FAILURE OF THE STRUCTURE OR SUBSTRATE TO WHICH THE SYSTEM IS ATTACHED; ANY CHEMICAL CONTAMINANTS POTENTIALLY INJURIOUS TO THE SYSTEM THAT HAVE NOT BEEN SPECIFICALLY APPROVED BY THE COMPANY VIA THE WARRANTY REQUEST FORM; FAILURE BY OWNER OR ANY LESSEE TO USE REASONABLE CARE IN MAINTAINING THE SYSTEM; TRAFFIC OR STORAGE OF MATERIALS ON THE ROOF; INFILTRATION OR CONDENSATION OF MOISTURE IN, THROUGH, AROUND, OR ABOVE THE WALLS OF THE BUILDING; ACTS OF NEGLIGENCE OR MISUSE BY OWNER OR ANY OTHER PARTY; DEFECTIVE INSTALLATION OR FAILURE OF ANY MATERIAL OR COMPONENT NOT FURNISHED BY THE COMPANY; DESIGN CHARACTERISTICS OF THE ROOF, INCLUDING THE INABILITY OF THE ROOF TO WITHSTAND LOADS IMPOSED ON THE ROOF FROM ANY SOURCE; AND DISTORTION, EXPANSION OR CONTRACTION OF ANY WORK OR FLASHING OTHER THAN THAT INCLUDED AS PART OF THE ROOF SYSTEM.



8. TERM OF WARRANTY. This warranty is valid for 20 years from the date of installation completion as indicated here on.

9. This warranty is not assignable; it applies only to the original building owner named below.

10. IT IS UNDERSTOOD AND AGREED THAT THE REMEDY SET FORTH HEREIN IS OWNERS' SOLE AND EXCLUSIVE REMEDY SO THAT THE COMPANY'S REPAIR OF LEAKS CONSTITUTES FULFILLMENT OF ALL ITS OBLIGATIONS. IN NO EVENT SHALL THE COMPANY BE LIABLE (WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) FOR ANY INDIRECT,

CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO UNDERLYING COMPONENTS, DAMAGE TO THE BUILDING OR ITS CONTENTS, LOST PROFITS OR OTHER ECONOMIC LOSSES.

**DISCLAIMERS**

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**ROOF INSTALLATION COMPLETED ON:**

DAY: \_\_\_\_\_ MONTH: \_\_\_\_\_ YEAR: \_\_\_\_\_

NUMBER OF SQUARE FEET: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

AREA NAME/DESIGNATION: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

BUILDING OWNER'S NAME: \_\_\_\_\_

BUILDING OWNER'S ADDRESS: \_\_\_\_\_

ROOFING CONTRACTOR'S NAME: \_\_\_\_\_

ROOFING CONTRACTOR'S ADDRESS: \_\_\_\_\_

PRODUCT USED: \_\_\_\_\_

Owner agrees to accept this warranty as part of its purchase of the Hyload Roofing System. This warranty shall be governed by the laws of the State of Ohio, excluding principles of conflicts of law. The parties agree that all actions arising under this warranty shall be brought in the Court of Common Pleas for Medina County, Ohio.

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

TITLE: \_\_\_\_\_ PRESIDENT: \_\_\_\_\_

DATE: \_\_\_\_\_

sample SPECIMEN

**BERRIDGE MANUFACTURING COMPANY  
20-YEAR WATERTIGHTNESS  
LIMITED WARRANTY**

Building \_\_\_\_\_  
 Owner \_\_\_\_\_  
 Building/Job \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Building \_\_\_\_\_  
 Location: \_\_\_\_\_

Berridge Work Order Number: DAL-0012889  
 Date Roof Completed: April 3, 2015  
 Berridge Material  
 Furnished (Sq. Ft.): 3,990

Berridge Manufacturing Company (hereinafter referred to as "Berridge") and the Roofing Contractor/Installer whose signature appears below (hereinafter referred to as "Roofer") severally warrant (Roofer only for any matter arising during the first two years after completion of installation of the subject roof on the above referenced Building and Berridge only for any matter first arising after the second anniversary of successful completion of installation of the subject roof but arising not later than the twentieth anniversary of such completion) to the above-named Building Owner (hereinafter referred to as "Owner") that subject to each and every term(s), condition(s), limitation(s), allocation(s) of warranty, and responsibility(ies) stated herein, Roofer's workmanship on the above-named building will be adequate to prevent leaks for 20 years commencing with the date of completion of installation of the Roofing System. This warranty will be fully satisfied by repair of the Roof, and any such repairs shall carry a warranty against leaks only for any then remaining balance of the original 20-year warranty period.

**BERRIDGE'S AND ROOFER'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE OWNER'S ORIGINAL PAYMENT MADE TO THEM FOR MATERIALS FURNISHED BY BERRIDGE ONLY AND FOR THE INSTALLATION OF THOSE MATERIALS ONLY. NEITHER BERRIDGE NOR ROOFER MAKES ANY OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY. BERRIDGE DOES NOT IN ANY WAY WARRANT THE MERCHANTABILITY OF THE GOODS SOLD HEREBY. NO WARRANTIES EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. IN NO EVENT SHALL ANY ONE OR MORE OF BERRIDGE AND ROOFER HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY OTHER TYPE. WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE, IT IS EXPRESSLY AGREED THAT OWNER'S REMEDIES EXPRESSED IN THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.**

**TERMS, CONDITIONS, LIMITATIONS**

1. Owner shall provide Berridge and Roofer with written notice within thirty (30) days of the discovery of any leak(s) in the Roof. Failure of the Owner to do so shall automatically relieve both Berridge and Roofer of any and all responsibility and/or liability under this 20-year Watertightness Limited Warranty.
2. In the event a roof repair is necessary during the first two-year period or any extension thereof, the Roofer's responsibility [which shall be in lieu of any and all Berridge liability during such period and any such extension(s)] shall be extended for a two-year period from the date of the last such repair. In any such case, Berridge will be responsible only for the balance remaining after the end of such period and any and all extension(s) of the original twenty (20)-year period from the date of completion of installation of the subject Roofing System.
3. If upon Berridge's inspection, Berridge determines that the leak(s) in the Roof are caused by defects in Berridge materials or in the workmanship of the Roofer, Roof repair obligations shall then arise in accordance herewith, but Owner's remedies and Berridge's liability shall in any event be limited to repair of the Roof, subject to the cost limitations set forth above. Otherwise, neither Berridge nor Roofer shall have any liability. The Roofer's two-year liability (which is in lieu of any and all Berridge liability for such period) shall be extended an additional two years from date of last repair, should such repairs be necessary during the first two years of the Roofer's liability or during any extension thereof.
4. Neither Berridge nor Roofer shall have any liability or responsibility under or in connection with either this 20-Year Watertightness Limited Warranty or the Roof, if any one or more of the following shall occur:
  - (a) Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
  - (b) Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, and the like.
  - (c) Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
  - (d) Damage caused by worker(s) on the roof.
  - (e) Any other cause beyond Berridge's control.
  - (f) Damage to the Roof caused by natural disasters, including, but not limited to, lightning, or any strong gale, hurricane, tornado, or earthquake.
  - (g) Failure by any contractor or subcontractor to follow Berridge's recommended installation instructions for the layout, design and installation of the Roof.

- (h) If, after installation of the Roof by Roofer, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the roof without prior written authorization from Berridge, or
- (i) If there is any failure by the Owner or lessee or other occupant or user to use reasonable care in maintaining the Roof, or
- (j) If Owner fails to comply with every term and/or condition stated in this 20-Year Watertightness Limited Warranty, or
- (k) If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
- (l) Berridge shall not have any liability or responsibility with leakage caused by ridge vents.
- (m) Berridge shall not have any liability or responsibility with failure of gutters and gutter accessories.
- (n) Failure of roofing installation and the materials supplied by Berridge Manufacturing Co. for the flashings and metal roofing due to reaction of dissimilar metals will not be the responsibility of Berridge Manufacturing Co. and Berridge Manufacturing Co. will not be held liable for any claims due to failures caused by dissimilar metals.

- 5. Berridge shall not have any liability or responsibility under or in connection with either this 20-Year Watertightness Limited Warranty or the Roof in the event of a failure by any contractor or subcontractor to use approved installation details for roof curbs, roof jacks, sealants, mastics, subframing, and flashing furnished by Berridge, [or to substitute therefor only products approved in writing in advance by Berridge as equal (if provided by the contractor or subcontractor)].
- 6. During the term of this Warranty, Berridge, its Sales Representatives and employees, shall have free access to the roof during regular business hours.
- 7. Berridge shall not have any obligation under this 20-Year Watertightness Limited Warranty until (a) Shop drawings outlining the application of roofing materials are submitted to Berridge by the Roofer and accepted in writing by Berridge. Such drawings must show the exact number, size and location of all roof penetrations and rooftop equipment and (b) Photographs of the roof installation showing the items described in subparagraph (a) above as well as any items required in Berridge field inspection reports are submitted to Berridge by the Roofer.
- 8. This Warranty is not valid until a fully executed original has been returned to Berridge
- 9. Berridge shall not have any obligation under this 20-Year Watertightness Limited Warranty until all invoices for installation, supplies and services have been paid in full to each of Berridge and Roofer and each material supplier.
- 10. Neither Berridge nor Roofer shall be responsible for any consequential damages or loss to the building, its contents or other materials.
- 11. Neither Berridge nor Roofer's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.
- 12. This 20-Year Watertightness Limited Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the term(s) and condition(s) stated herein. **ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY.**
- 13. If the subject roof is covered by products of more than one roofing products manufacturer, this 20-Year Watertightness Limited Warranty applies only to those portions of such roof which are covered solely by Berridge manufactured products.

- 14. Notwithstanding any other provision of this 20-Year Watertightness Limited Warranty, Berridge shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by any condensation resulting from either or both of the following: (a) The use of an inadequate vapor barrier where the insulation is installed immediately beneath the roof panels. An adequate vapor barrier is defined as one which has a perm rating of .05 or less with sealed joints and perimeter. (b) Inadequate ventilation of the attic space between a roof panel and insulation, when insulation is installed directly on top of an existing roof.
- 15. Roofing installation must be supervised by an authorized Berridge Installer or an individual that has been factory trained in the installation of Berridge roofing products.
- 16. Berridge roof panels must be made of a material supplied by Berridge or approved by Berridge.

**WARRANTY RESPONSIBILITY:**

1st through 2nd Year, plus any applicable extension period(s) as described hereinabove: — ROOFER

The thereafter remaining balance of the first 20 years from date of completion of installation of the subject Roof. — BERRIDGE MFG. CO.

This 20-Year Watertightness Limited Warranty is tendered for the sole benefit of the original purchaser as named below and is not transferable or assignable. It becomes valid only when signed by each of Roofer, Owner and Berridge. **EXCEPT ONLY AS EXPRESSLY PROVIDED HEREIN, BERRIDGE MAKES NO REPRESENTATION(S) OR WARRANTY(IES) OF MERCHANTABILITY AND WARRANTY(IES) OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, WITH RESPECT TO THE GOODS AND/OR SERVICES COVERED HEREBY. NOR DOES BERRIDGE MAKE ANY WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENT(S), DESIGN(S), COPYRIGHT(S), OR TRADEMARK(S) WHICH MAY COVER ANY OF SUCH GOODS. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY DEFECTIVE GOODS AND/OR WORKMANSHIP SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF. THIS 20-YEAR WATERTIGHTNESS LIMITED WARRANTY MAY NOT BE CHANGED ORALLY.**

This 20-Year Watertightness Limited Warranty shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Berridge, Roofer and Owner specifically agree that any legal action brought relating to this Warranty will be brought and tried in the United States District Court For the Southern District of Texas, Houston Division, or, in absence of federal jurisdiction, in a District Court of Harris County, Texas, in Houston, Texas.

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Roofing Contractor/Installer: ROOF MANAGEMENT SERVICES

Company Name \_\_\_\_\_

Signature: [Signature]

typewritten name: ROB WAGDON title: PRESIDENT date: 5-15-2015

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Owner: \_\_\_\_\_

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

Signature: \_\_\_\_\_

typewritten name: \_\_\_\_\_ title: \_\_\_\_\_ date: 6/9/15

Berridge Manufacturing Co: \_\_\_\_\_

Roof Management Services, Inc. is a full service roofing contractor that offers a variety of quality roofing solutions throughout the entire state of Texas. With nearly 20 years experience in the commercial roofing industry, we've earned an excellent reputation in the state of Texas by providing maximum value on every roofing project. We are dedicated to serving our customers with a comprehensive array of roofing solutions.

### WE SPECIALIZE IN:

- Roof Replacement
- Roof Maintenance
- Roof Repairs
- New Construction
- Leak Detection
- Waterproofing
- Roof Accessories
- Roof Drains
- Built-up/Modified
- Single-Ply
- Standing Seam Metal
- Elastomeric Coatings
- Tapered Insulation Design
- Sky Lights
- In-house Sheet Metal

### Our Service Area:

We serve the **entire** State of Texas

Arlington	Fort Worth
Austin	Houston
Corpus Christi	Plano
Dallas	San Antonio
El Paso	Wylie
Sulphur Springs	All Other Cities

### Roof Management Services, Inc.

11312 Indian Trail  
Dallas, TX 75229

**972-278-7277**

[www.roofingsvc.com](http://www.roofingsvc.com)

# Roof Management Services, Inc.



**ROOF MANAGEMENT SERVICES, INC.**

**Commercial**

**Industrial**

**Municipal**

**Institutional**

[www.roofingsvc.com](http://www.roofingsvc.com)

## Markets Served:

- Office Buildings
- Educational Facilities
- Warehouse
- Industrial Plants
- Retail Stores
- Shopping Centers
- Storage Buildings
- Restaurants
- Maintenance Facilities
- Medical Facilities
- Hospitals
- Factories



We are fully insured, including workers compensation, general liability, and automobile coverage. We are fully bondable and proud members of the National Roofing Contractors Association.



## Roofing Systems Offered:

- Johns Manville
- Soprema
- TAMKO
- McElroy Metals
- Hyload
- Bi-Tec
- Berridge Manufacturing



**5, 10, 15, & 20 Year No Dollar Limit Warranties**