

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Roofing - 2092415

General Information

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

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

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

Definitions

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

Tax exempt status

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

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The ROOFING contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that

is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole

or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;

- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number _____". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of

name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

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

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

Smoking

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

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

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

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

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

Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	David Mabe, NationalCoordinator	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	2092415	Floor/Room		Floor/Room
Title	Roofing	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	07/01/2015	Email	bids@tips-usa.com	Email
Close Date	8/14/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Honey's Roofing L.L.C.
 Address P.O. Box 940
 Hewitt, TX 76643

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (254) 662-9900
 Fax 1 (254) 662-0075
 Email
 Submitted 8/13/2015 11:12:45 AM CT
 Total \$0.00

Signature Justin Marshal Mahan

Email justin@honeysroofingllc.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

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

18 Company and/or Product Description:

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

Being in the roofing industry for over 13 years, Honey's Roofing has become a strong company based on customer satisfaction, a keen eye for detail, and workmanship that is second to none. Specializing in almost every type of roof system, Honey's Roofing is your number one contractor in the roofing industry along with a warranty that is untouchable. Thinking of "Going Green?". What if I told you about a roof system that ,when installed, can actually put money back in your pocket and pay for itself in the future? The system I'm speaking of is TPO. TPO is a single-ply, highly reflective system that stays around ambient temperature, relieving the load on your hvac units and keeping your energy bills to a minimum. Also, this is a system that in most cases can be installed over your existing roof, doing away with costly trips to the landfill and extensive labor, once again saving you money. We installed over 1 million square feet of Mule-Hide TPO last year alone! Not sure what your options are? We offer a wide variety of systems . From Elastomeric coating, which is a spray on system requiring minimal labor and easy installation, to your typical composition shingle found in residential areas. Honey's Roofing goes above and beyond to ensure you complete satisfaction no matter how big or small the job is, leaving you worry free and confident in our services. If you decide to go with a TPO roof, we offer a Honey's 15 year puncture resistant workmanship warranty and will check your roof for you every 5yrs for 15yrs to make sure it is in proper performing condition and free of damages! Here at Honey's Roofing, we know the value of a dollar and believe in giving you the absolute best for your money. We are a member of the Better Business Bureau, the Associated General Contractors of America, TIPS/TAPS Cooperative Purchasing Systems, and members of chamber of commerces in surrounding areas. We are also a warranty certified contractor with Mule-Hide single-ply products.

19 Resellers:

Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. No

20	Primary Contact Name	Primary Contact Name	Tommy Honey
21	Primary Contact Title	Primary Contact Title	Owner
22	Primary Contact Email	Primary Contact Email	thoney@honeysroofingllc.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2546629900
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2546620075
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2546443090
26	Secondary Contact Name	Secondary Contact Name	Justin Mahan
27	Secondary Contact Title	Secondary Contact Title	General Manager
28	Secondary Contact Email	Secondary Contact Email	justin@honeysroofingllc.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2546629900
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2546620075
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2547223348
32	2% Contact Name	2% Contact Name	Justin Mahan
33	2% Contact Email	2% Contact Email	justin@honeysroofingllc.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2546629900
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Justin Mahan
37	Purchase Order Contact Email	Purchase Order Contact Email	justin@honeysroofingllc.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2546629900
39	Company Website	Company Website (Format - www.company.com)	www.honeysroofingllc.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	26-3156549
41	Primary Address	Primary Address	P.O. Box 940
42	Primary Address City	Primary Address City	Hewitt
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
44	Primary Address Zip	Primary Address Zip	76643
45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	TPO, PVC, Elastomeric coating, Mule-Hide, Single ply, Energy Star, Commercial roofing, warranty certified,white roof, re roof

46 Yes - No

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)

No

47 Prices are guaranteed for?

(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")

Term of Contract

Line Items

Response Total: \$0.00

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO Initial of Authorized Company Official 

YES Initial of Authorized Company Official

Company Official: Justin Mahan (General Manager)

Company: Honey's Roofing L.L.C.

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Honey's Roofing L.L.C.

Mailing Address: P.O. Box 940

City: Hewitt

State: TX

Zip: 76643

Telephone Number: (254) 662-9900

Fax Number: (254) 662-0075

Email Address: justin@honeysroofingllc.com

Authorized Signature: 

Printed Name: Justin Mahan

Position: General Manager

This contract is for a total TERM of one year. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

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

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

References				
** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.				
Organization	City	State	Contact Name	Contact Phone
Tx State Technical College	Waco	TX	Selby Holder	254-715-5742
Robinson ISD	Robinson	TX	Michael Hope	254-662-0194
Hamilton ISD	Hamilton	TX	Ken Alexander	254-386-4368
Fairfield ISD	Fairfield	TX	Ron Harris	903-879-3438
Decatur ISD	Decatur	TX	Merl Pryor	940-210-5448
Mexia ISD	Mexia	TX	Alvis	254-562-4035
Methodist Home	Waco	TX	Tim Fedro	254-717-0369
City Of Robinson	Robinson	TX	Dale Patillo	254-662-1415
Killeen ISD	Killeen	TX	Larry Booth	254-338-3561

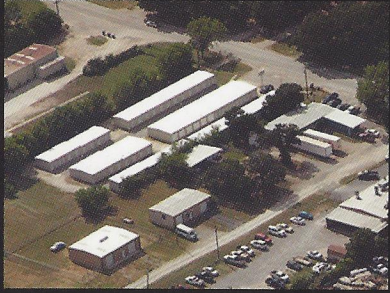
Mule-Hide Products Co., Inc. Standard System Warranty for Commercial Buildings

In consideration of the warranty fee paid by the above-named Building Owner ("Owner") and the representation to Mule-Hide by the independent contractor hired by the Owner and registered with Mule-Hide to apply for warranties ("Eligible Contractor") that the Mule-Hide Standard System ("System") has been constructed in accordance with Mule-Hide specifications, Mule-Hide Products Co., Inc. ("Mule-Hide") warrants to Owner, subject to the following Terms, Conditions and Limitations, that Mule-Hide will be responsible for the repair of leaks in the System installed on the Building for a period of 15 years from the above Effective Date ("Term of Warranty"); provided, however, that the System shall have been installed by Eligible Contractor using Mule-Hide products and/or other material approved in writing by Mule-Hide. "System" for purposes of this Warranty shall mean only the membrane, other components supplied by Mule-Hide, and shall exclude the roof insulation, deck, support system and metal flashings. The watertight integrity of walls, parapet walls and other adjacent structures is not covered. Any dispute, controversy or claim between Owner and Mule-Hide arising out of or related to this Warranty or the Building shall be settled by final and binding arbitration in accordance with the rules of the American Arbitration Association for the Construction Industry. By accepting this Warranty, Owner represents that the Building is a commercial structure and is not used for owner's personal or household purposes. In consideration of the protection afforded by this Warranty, Owner accepts the following Terms, Conditions and Limitations:

1. Within ten (10) days after Owner or any of its agents discovers (or a reasonable person in Owner's or agent's position would have discovered) any leak, Owner must give written notice (the "Notice") to Mule-Hide of the existence of each leak in the System.
2. Mule-Hide shall have the right to inspect the System after receiving the Notice to determine the cause(s) of the leak before incurring any obligation hereunder. A reinspection fee (in accordance with Mule-Hide's standard charges) shall be paid by Owner to Mule-Hide in the event the cause of the leak is not covered by the Warranty. If, upon Mule-Hide's inspection, Mule-Hide determines that the leaks in the system are caused by defects in Mule-Hide's materials or workmanship of the Contractor, Owner's remedies and Mule-Hide's liability shall be limited to Mule-Hide's repair of the System using methods determined to be suitable at Mule-Hide's discretion. In no event shall Mule-Hide be obligated to perform additional services (e.g. roof drains, equipment relocation, old roof removal, etc.) or provide materials beyond the scope of the Owner's original contract with Contractor.
3. This Warranty is not assignable by Owner; provided, however, Mule-Hide may authorize a new warranty if the following conditions are met:
 - (a) A written request for a new warranty is submitted to Mule-Hide by Owner and the Owner is in good standing under this Warranty;
 - (b) The roof is inspected by Mule-Hide within a thirty (30) day period prior to the proposed effective date of the new warranty and the condition of the roof is approved by Mule-Hide; and
 - (c) An administrative and reinspection fee in an amount determined by Mule-Hide is paid to Mule-Hide.
A new warranty will then be issued to the new Owner for the remaining Term of Warranty containing terms and conditions required by Mule-Hide.
4. If the System is damaged by any of the following causes, this Warranty shall not apply to such damages:
 - (a) Any natural cause, including but not limited to lightning, peak gust wind speeds in excess of 55 mph, hurricane, tornado, hail, the infestation or presence of plant, mold, fungi, bacteria, insects or an animal, or earthquake, or any debris resulting from any of these causes.
 - (b) Act of negligence, accident, misuse or abuse, including but not limited to vandalism, fire, falling object, civil disobedience, or act of war.
 - (c) The use in the System of metal work, coping, counter-flashing, rain-carrying components or other material not furnished by Mule-Hide.
 - (d) Environmental fallout, chemical attack or the presence within or outside the Building of any commercial or industrial solvent, acid, caustic fluid, petroleum product, wax, grease, absorbent, clay or plasticizer.
 - (e) Negligence of a contractor who is not the Eligible Contractor, or failure of the material or the workmanship provided by such a contractor.
 - (f) Interior condensation and any resulting damage or condition, including but not limited to, mold, fungi or bacteria.
 - (g) The infiltration of moisture in, through or around the building through any mechanism other than through the System, including but not limited to, any structural defect, wall, or other Building structure, or anything that penetrates the System, including but not limited to any vent, coping or rooftop equipment and any resulting damage or condition, including but not limited to, mold, fungi or bacteria.
 - (h) Any failure, settlement or movement of the roof structure, roof deck or substrate.
 - (i) Defects in the building or roof design.
5. Occurrence of any of the following shall cancel Mule-Hide's obligations under this Warranty:
 - (a) Alteration or repair made on or through the roof without prior written authorization from Mule-Hide.
 - (b) Placement upon or attachment to the roof of any object (including but not limited to any structure, fixture or utility) without prior written authorization from Mule-Hide.
 - (c) Owner's or the Building occupant's failure to use reasonable care in maintaining the roof including, but not limited to, items listed on the reverse side of this document titled "Mule-Hide Owner's Care and Maintenance Information".
 - (d) Internal positive pressure condition which causes or contributes to a partial or total failure of the roof.
 - (e) Owner's sale of the Building or purported assignment of this Warranty.
 - (f) Owner's failure to comply with every Term, Condition and Limitation in this Warranty.
6. Mule-Hide, its agents, employees and contractors shall have unrestricted access to the roof during regular business hours. By accepting this Warranty, Owner agrees to arrange for removal of water, snow, ice, equipment, any paving or overburden at Owner's expense to allow for investigation or repairs to be made.
7. All bills for installation, supplies and services shall have been paid in full to Eligible Contractor and all material suppliers before Mule-Hide incurs any obligation or liability under this Warranty. It is the Owner's sole responsibility to confirm that payment has been made to Eligible Contractor and all material suppliers.
8. The failure of Mule-Hide at any time to assert or enforce any Term, Condition and Limitation shall not be construed to be a waiver thereof, or of any other Term, Condition or Limitation.
9. Any and all other express warranties are superseded hereby and this Warranty is in lieu thereof.
10. Owner acknowledges that the Eligible Contractor is not an agent or other legal representative of Mule-Hide. Mule-Hide is not liable for any promise, representation or other responsibility of Eligible Contractor or any other party. This warranty is not binding upon Mule-Hide unless executed by an executive officer of Mule-Hide or a duly authorized employee of Mule-Hide's Warranty Department. No representative or employee of Mule-Hide, or any other party, may alter this Warranty without the prior written consent of an executive officer of Mule-Hide. This Warranty constitutes the entire understanding of the parties with respect to the subject matter contained herein, and revokes and supersedes all prior agreements, whether written or oral, between the parties. This Warranty shall take precedence over any other documents or representations (whether oral or written, and by whomever made) which may conflict with this Warranty.
11. The predominant factor in the construction and performance of the System is the design and construction services of the contractor and not the sale of goods. In addition, Owner acknowledges that Owner had a duty hereunder to exercise reasonable care in the selection of a contractor.
12. Mule-Hide is not liable for the cleanliness or discoloration of the System caused by environmental conditions including but not limited to dirt, pollutants or any biological agent.

MULE-HIDE DOES NOT EVALUATE THE ARCHITECTURE OR ENGINEERING USED IN THE DESIGN OF A ROOF OR THE SELECTION OF A ROOF SYSTEM. OWNER'S REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR CLAIMS AND DAMAGES ARISING FROM FAILURE OF THE SYSTEM. MULE-HIDE MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF. MULE-HIDE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED HEREIN, MULE-HIDE SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE OR THEORY OF ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, PRODUCTS LIABILITY OR OTHERWISE, (I) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, LOSS OF PROFIT OR DAMAGE TO THE BUILDING OR ANY MERCHANDISE OR OTHER CONTENTS THEREIN, FOR WHATEVER CAUSE INCLUDING BUT NOT LIMITED TO MOLD, FUNGI, AND BACTERIA AND (II) FOR LOSS OR DAMAGE CAUSED OR CONTRIBUTED TO BY MULE-HIDE'S APPROVAL OF THE CONTRACTOR OR INSPECTION OF, OR FAILURE TO INSPECT, THE BUILDING ROOF, NOR SHALL MULE-HIDE BE LIABLE FOR ANY DAMAGES WHICH ARE BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OTHER THAN THE LIABILITY SET FORTH ABOVE. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDY PROVIDED FOR HEREIN FAILS OF ITS PURPOSE. IN THE EVENT OF ANY ARBITRATION OR LITIGATION REGARDING THIS WARRANTY OR ITS SUBJECT MATTER, IF MULE-HIDE IS THE PREVAILING PARTY, OWNER SHALL REIMBURSE MULE-HIDE FOR ALL OF MULE-HIDE'S DISPUTE RESOLUTION COSTS, INCLUDING ATTORNEY'S FEES. FOR PURPOSES OF THIS WARRANTY, MULE-HIDE WILL BE DEEMED THE PREVAILING PARTY IF THE OWNER RECOVERS NOTHING OR A SUM LESS THAN WAS OFFERED IN SETTLEMENT.

Commercial



Roofing

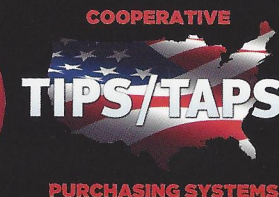
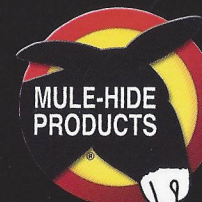
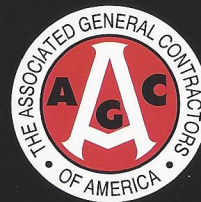
About Mule-Hide Single-Ply TPO

First, and foremost, it is the best single ply roof system, when it comes to durability and longevity, on the market.

In house tests show that it has some of the best tear and puncture ratings against some of the top single ply competitors on the market.

Mule-Hide TPO Roof Systems, when correctly installed to manufacturer's specs., can reduce your energy costs. So, not only do you save when you choose Honey's Roofing to install your next roof system, you save for years after the project is complete.

Here at Honey's Roofing, we realize that some commercial roofs don't always require replacement, therefore, we offer a maintenance program to help you get the most life out of your existing roof. We will maintain and repair problematic areas to help extend the life of your roof, in turn, helping to save you money.



August 13, 2015

Honey's Roofing, LLC

To whom it may concern:

We are pleased to have the opportunity to recommend Honey's Roofing, LLC to you. We handle their bond needs and have established a \$2,000,000 single bond limit, with an \$3,000,000 aggregate program. Larger single and aggregate requests would also be favorably considered.

All normal underwriting checks have confirmed Honey's Roofing to be a contractor of the highest quality. All work references have indicated that Honey's Roofing has performed as agreed and within the specified time.

We should be able to handle any reasonable bond request by Honey's Roofing, subject to the review of file updates, our normal underwriting guidelines, the execution of a contract mutually agreeable to all parties, and any other underwriting conditions we may require at the time of the bond request.

We ask that you give Honey's Roofing every consideration, and if you need additional information, please do not hesitate to call me at 254-759-3830.

Insurors Indemnity Company is rated A- (Excellent), Category V, by AM Best and has a current Treasury Listing of \$1,242,000.

Sincerely,

Sincerely,



Somers W. Goodman
Vice President