

VENDOR CONTRACT

Between Prime Source Construction, Inc. **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Roofing - 2092415

General Information

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

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

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

Definitions

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

Tax exempt status

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

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

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

Shipments

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

Invoices

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

Payments

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

Pricing

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

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

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

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

Participation Fees

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

Indemnity

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

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

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

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

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

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

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

TIPS Member Purchasing Procedures

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

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

Form of Contract

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

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

Licenses

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

Novation

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

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

Site Requirements (when applicable to service or job)

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

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

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

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

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

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

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Force Majeure

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

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 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:

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: Prime Source Construction, Inc.
Mailing Address: 147 Ranchway Drive
City: Burleson
State: TX
Zip: 76028
Telephone Number: (817) 426-5000
Fax Number: (817) 426-5007
Email Address: Info@PrimeSourceConstruction.com
Authorized Signature: 
Printed Name: Tommy Doty
Position: President

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

TIPS Authorized Signature

Date

Approved by Region VIII ESC

Date

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 Prime Source Construction, Inc.
 Address 147 Ranchway Drive
 Burleson, TX 76028
 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (817) 4265000
 Fax 1 (817) 4265007
 Email
 Submitted 8/11/2015 4:55:51 PM CT
 Total \$0.00

Signature Tommy Doty

Email Info@PrimeSourceConstruction.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?	Burleson
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
14	Start Time	Average start time after receipt of customer order is ____ working days?	7
15	Years Experience	Company years experience in this category?	20
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)	Texas, Louisiana, Florida, Oklahoma, Arkansas

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.)	Prime Source Construction, Inc. has been established as a commercial roofing contractor since 1995. Since its inception, Prime Source's highly trained team of professionals has provided schools, municipalities and other non-profit organizations with a one-stop shop for their commercial roofing needs. Prime Source provides exceptional customer service through clear and concise communication both internally with crew members and externally with client staff. Ninety-five percent of our business involves recovery and repair work. We are a major installer of the single-ply membranes such as Duro-Last PVC and Carlisle TPO. Prime Source also specializes in recovery of failed EPDM, Built-up, Modified and Metal roofing systems. Call today, Prime Source Construction, Inc is ready to meet all your commercial roofing needs.
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 Doty
21	Primary Contact Title	Primary Contact Title	President
22	Primary Contact Email	Primary Contact Email	Info@PrimeSourceConstruction.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8174265000
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8174265007
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
26	Secondary Contact Name	Secondary Contact Name	Karen Doty
27	Secondary Contact Title	Secondary Contact Title	Vice President
28	Secondary Contact Email	Secondary Contact Email	Info@PrimeSourceConstruction.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8174265000
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8174265007
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Karen Doty
33	2% Contact Email	2% Contact Email	Karen@PrimeSourceConstruction.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8174265000
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	Tommy Doty

37	Purchase Order Contact Email	Purchase Order Contact Email	Info@PrimeSourceConstruction.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8174265000
39	Company Website	Company Website (Format - www.company.com)	www.PrimeSourceConstruction.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	26-0024920
41	Primary Address	Primary Address	147 Ranchway Drive
42	Primary Address City	Primary Address City	Burleson
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
44	Primary Address Zip	Primary Address Zip	76028
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.)	Commercial Flat Roof, Duro-Last, Carlisle, Firestone, TPO
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

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

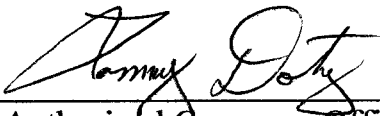
Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education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

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

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

Check your response?

YES NO



8-11-15

Signature of Authorized Company Official

Date

Tommy Doty

Printed Name of Authorized Company Official

Prime Source Construction, Inc.

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

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

Does vendor agree? YES AD Initial of Authorized Company Official

Non-Collusive Bidding Certificate

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

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

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

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

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

Certification Regarding Lobbying

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

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

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

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

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

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

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

Prime Source Construction, Inc.

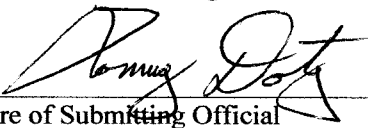
Name of Organization

147 Ranchway Drive

Address of Organization

Tommy Doty / President

Name / Title of Submitting Official



Signature of Submitting Official

8-11-15

Signature Date

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

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

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

Does vendor agree? YES RS Initial of Authorized Company Official

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

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

Does vendor agree? YES RS Initial of Authorized Company Official

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

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

Does vendor agree? YES RS Initial of Authorized Company Official

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

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

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

Does vendor agree? YES R.P. Initial of Authorized Company Official

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

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

Does vendor agree? YES R.P. Initial of Authorized Company Official

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

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

Does vendor agree? YES R.P. Initial of Authorized Company Official

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

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

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

Does vendor agree? YES RJ Initial of Authorized Company Official

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

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

Does vendor agree? YES RJ Initial of Authorized Company Official

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

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

Does vendor agree? YES RJ Initial of Authorized Company Official

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: Tommy Doty

Company: Prime Source Construction, Inc.

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: Prime Source Construction, Inc.

Mailing Address: 147 Ranchway Drive

City: Burleson

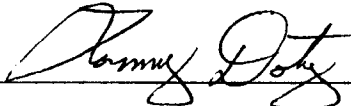
State: TX

Zip: 76028

Telephone Number: (817) 426-5000

Fax Number: (817) 426-5007

Email Address: Info@PrimeSourceConstruction.com

Authorized Signature: 

Printed Name: Tommy Doty

Position: President

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

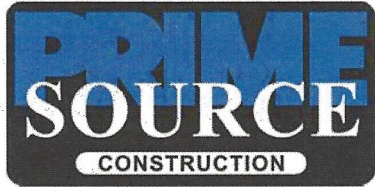
Blende McNatt 9-24-15
TIPS Authorized Signature Date

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
Burleson ISD	Burleson	TX	Cliff Holden	817-245-1051
Mansfield ISD	Mansfield	TX	Mark Williamson	817-299-4340
Cleburne ISD	Cleburne	TX	Kurt Benson	817-202-1182



Installer's Warranty

Owner: _____

Address: _____

Name and Type of Building: _____

Address: _____

Area of Work: _____

Date of Acceptance of Above Work: _____

Warranty Period: _____

Date of Expiration: _____

Prime Source Construction, Inc. as contracted with the owner, warrants said work against leaks from workmanship for the designated Warranty Period.

Prime Source Construction, Inc. hereby warrants, subject to terms and conditions herein set fourth, that during Warranty Period they will at their own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective workmanship as necessary to maintain said work in watertight condition.

This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a) Lightning, fire, hurricane, gale force wind, hail, tornado, flood, earthquake, vandalism or acts of God
 - b) Failure of roofing system substrate including cracking, settlement, excessive deflection, deterioration, and decomposition
 - c) Faulty construction of parapet walls, coping, chimneys, skylights, vents, equipment supports, curbs and other edge conditions and penetrations of the work
 - d) Faulty HVAC or electrical equipment or components
 - e) Vapor condensation on bottom of roofing including but no limited to moisture entering the roofing system through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings
 - f) Activity on roof by others including construction contractors, maintenance personnel, other persons, vandals and animals whether authorized or unauthorized by Owner
2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Prime Source Construction, Inc and until all cost and expense thereof has been paid by Owner to Prime Source Construction, Inc.
3. Prime Source Construction, Inc. is responsible for workmanship covered by this Warranty, but is not liable for consequential damages to building or building contents, resulting from leaks or faults or defects of work.
4. During Warranty Period, if Owner allows roof alterations by anyone other than Prime Source Construction, Inc., this Warranty shall become null and void.
5. The Owner shall promptly notify Prime Source Construction, Inc. of observed, known or suspected leaks, defect, or deterioration, and shall afford reasonable opportunity for Prime Source Construction, Inc. to inspect work, and to examine evidence of such leaks, defects, or deterioration.
6. Caution should be taken when reporting leaks as this warranty does not provide for cost-free investigations of claims not attributed to or not covered by the warranty terms and conditions.

Date

Date

Owner's Authorized Signature

Contractor's Authorized Signature

Name of Building

Building Address

Building Address Continued

Square Footage

CARLISLE

GOLDEN SEAL TOTAL ROOFING SYSTEM WARRANTY

with limited coverage for hail and accidental punctures

SERIAL NO.

DATE OF ISSUE:

BUILDING OWNER:

NAME OF BUILDING:

BUILDING ADDRESS:

DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM:

DATE OF ACCEPTANCE BY CARLISLE:

SAMPLE

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

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

TERMS, CONDITIONS, LIMITATIONS

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

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

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

Investing in Roofing Solutions for Over 45 Years

800-4-SYNTEC • P.O. Box 7000 • Carlisle, PA 17013 • Fax: 717-245-7053 • www.carlisle-syntec.com
© 2007 Carlisle.

CARLISLE
Carlisle SynTec

WA-F0020 (12/07)

DURO-LAST® OFFERS COMMERCIAL ROOFTOP WARRANTIES THAT SET THE INDUSTRY STANDARDS

Because the Duro-Last roofing system contains the highest quality materials and undergoes stringent quality control checks during its manufacturing process, we have total confidence that it will provide years of leak-proof protection. We back our confidence by providing the most comprehensive warranty available: a 15-year full labor and material warranty. Duro-Last also has 20-year warranties available.

1. LABOR AND MATERIALS INCLUDED

On a Duro-Last roof (for warranty-related repairs or replacement), you pay nothing for materials or labor.

2. PONDING WATER

Duro-Last's standard 15-year labor and material warranty contains no exclusions for ponding water.

3. CONSEQUENTIAL DAMAGES COVERAGE

Our standard warranty includes coverage for consequential damages that result from defects in the Duro-Last material and/or installation.

4. TRANSFERABLE

The standard Duro-Last warranty is transferable at no charge to a new building owner.

5. ISSUED BY THE MANUFACTURER

Duro-Last warranties come straight from the manufacturer that has produced over a billion square feet of roofing membrane since 1978. These warranties are in addition to any warranty your roofing contractor may provide.

6. NO CHARGE

There is no additional charge for your Duro-Last standard warranty. That means you get the industry's best rooftop protection for FREE.

7. NO MAINTENANCE PROGRAM REQUIRED

Although regular common sense maintenance can extend the life of your roof, Duro-Last does not require you to invest in a roof maintenance program (often stipulated by other manufacturers) for your warranty to be in effect for the entire 15-year period.



**CALL TODAY FOR MORE DETAILS
ON HOW THE DURO-LAST
WARRANTIES CAN BENEFIT YOU.**

817.426.5000

Prime Source Construction
147 Ranchway Dr.
Burleson, TX 76028
Phone - 817.426.5000
Fax - 817.426.5007



Info@PrimeSourceConstruction.com
www.PrimeSourceConstruction.com

Commercial Warranty "Bonus" Flyer 5/07 - 95139 / M#DL14-0003



RLI Insurance Company
 P.O. Box 3967 Peoria, IL 61612-3967
 Phone: 309-692-1000 | Fax: 309-692-8637

Bond No. SSB407288

**STATUTORY PERFORMANCE BOND PURSUANT TO
 CHAPTER 2253 OF THE TEXAS GOVERNMENT CODE AS
 AMENDED BY THE 73RD TEXAS LEGISLATURE, 1993**

(PUBLIC WORKS)

KNOW ALL MEN BY THESE PRESENTS:

That, Prime Source Construction, Inc., (hereinafter called the Principal), as Principal, and the **RLI Insurance Company**, a corporation organized and existing under the laws of the State of **Illinois**, with its principal office in the City of Peoria, IL (hereinafter called the Surety), as Surety, are held and firmly bound unto the Joshua Independent School District (hereinafter called the Obligee), in the amount of **Two Hundred Ninety-Five Thousand, Five Hundred Dollars & Zero Cents (\$295,500.00)**, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 29th day of June, 2015, for the Plum Creek Elementary Roofing Repair, PO # 0411500429 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of Texas Government Code as amended by Acts of the 73rd Legislature, 1993, and all liabilities on this bond to all such claimants shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 2nd day of July, 2015.

Attest:

Prime Source Construction, Inc.
 (Principal)

 (If Corporation)

By: Tommy Doty (SEAL)
 Tommy Doty, President

Witness:

RLI Insurance Company

Elizabeth Gray
 Elizabeth Gray

By: Kyle W. Sweeney (SEAL)
 Kyle W. Sweeney, Attorney-in-Fact



RLI Insurance Company
 P.O. Box 3967 Peoria IL 61612-3967
 Phone: 309-692-1000 Fax: 309-692-8637

STATUTORY PAYMENT BOND (Public Works)

Bond No. SSB407288

KNOW ALL MEN BY THESE PRESENTS:

THAT, Prime Source Construction, Inc.
 (hereinafter called the Principal), as Principal, and RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), are held and firmly bound unto Joshua Independent School District, (hereinafter called the Obligee), in the amount of Two Hundred Ninety-Five Thousand, Five Hundred Dollars & Zero Cents Dollars (\$295,500.00) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

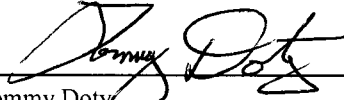
WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated June 29, 2015, for Plum Creek Elementary Roofing Repair, PO # 0411500429 which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;


PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument, this 2nd day of July, 2015.

Principal: Prime Source Construction, Inc.

By: 
 Tommy Doty President

Surety: RLI Insurance Company

By: 
 Kyle W. Sweeney Attorney in Fact



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

TEXAS COMPLAINT NOTICE

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call **RLI Insurance Company's** toll free telephone number for information or to make a complaint at 800-483-9754.

You may also write to **RLI Insurance Company** at:

909 Lake Carolyn Parkway, Suite 800
Irving, TX 75039
FAX # 972-241-6225

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439.

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact **RLI Insurance Company** first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Charles D. Sweeney, Kyle W. Sweeney, Michael A. Sweeney, Elizabeth Gray, jointly or severally

in the City of Fort Worth, State of Texas, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

RLI Insurance Company and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 29th day of January, 2015.

State of Illinois }
County of Peoria } SS



RLI Insurance Company
Contractors Bonding and Insurance Company

Roy C. Die Vice President

CERTIFICATE

On this 29th day of January, 2015, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, and/or **Contractors Bonding and Insurance Company**, each Illinois corporations, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 2nd day of July, 2015.

Jacqueline M. Bockler
Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company

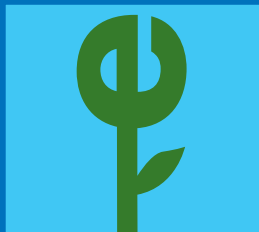
Roy C. Die Vice President



There's One Cool Solution For Sustainable, High-Performance Roofing



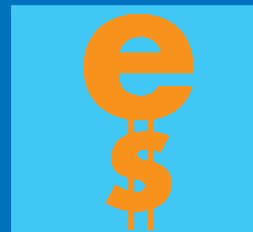
Energy



Environment



Endurance



Economics



Engineering

DURO-LAST® ROOFING, INC.

Duro-Last: Defining Rooftop Sustainability

In the commercial roofing industry, reflectivity has been the dominant discussion point for several years, and the Duro-Last® Cool Zone® roofing system has set the standard for single-ply roof reflectivity and the resulting energy savings. Now the term “sustainability” is receiving a lot of attention, and once again, Duro-Last is raising the bar.

But what does sustainability really mean for building owners, facility managers, architects, and other specifiers? It means that the design, manufacture, maintenance, life-cycle impact, adaptive re-use, destruction, and recycling of roofing components help meet the long-term environmental standards demanded by today’s high-performance buildings.

For a roofing system to be considered sustainable, it must have the Five E’s of high-performance roofing: Energy, Environment, Endurance, Economics, and Engineering. In each of these areas, the Duro-Last Cool Zone system leads the commercial roofing industry.

Read on to learn more about the Five E’s and how the Duro-Last Cool Zone roofing system delivers on the multiple demands of high-performance roofing.

The Five E’s of High Performance Roofing

A truly “cool” roof is one that provides trouble-free service, competitive life-cycle costs, and environmental advantages. We’ve defined five interrelated attributes that are important in the selection of a high-performance roofing system. We call them the Five E’s:



Energy

Energy – With energy costs continuing to rise, it’s more important than ever to select a roof that can reduce energy use and improve a building’s efficiency in any climate.



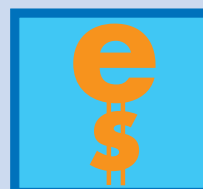
Environment

Environment – High-performance roofing minimizes the impact on the Earth’s environment throughout the roof’s life, while also helping to maintain a healthy, productive environment inside the building.



Endurance

Endurance – A high-performance roof meets or exceeds performance requirements for long life: all-weather reliability; chemical, fire, and puncture resistance; and ease of maintenance and repair.



Economics

Economics – A high-performance roof has to make economic sense, not just at the time of purchase, but also in the long run. A true economic comparison analyzes the cost of a roof throughout its life-cycle.



Engineering

Engineering – Utilizing the right materials, design, and manufacturing process is the key enabler of the other four E’s, resulting in a complete, integrated roofing system that can be installed easily and performs reliably over the long run.

When you consider these Five E’s, alone and together, high performance roofing takes on a new meaning, and one very cool solution emerges: the Duro-Last Cool Zone roofing system.

Energy Efficiency Delivered by “Cool Roof” Reflectivity

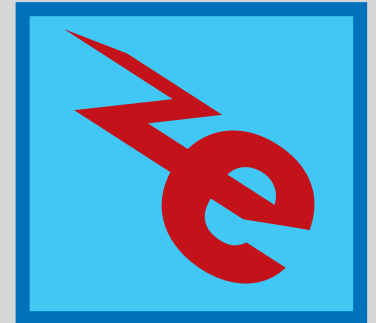
A high-performance roof can be a powerful asset in reducing energy consumption and improving long-term energy efficiency. When used with appropriate insulation on low-sloped or flat roofs, a high-reflectivity, high-emissivity Duro-Last Cool Zone roofing system can:

- Reduce building energy consumption by up to 40 percent
- Improve insulation performance to reduce winter heat loss and summer heat gain
- Preserve the efficiency of rooftop air conditioning
- Potentially reduce HVAC capacity requirements

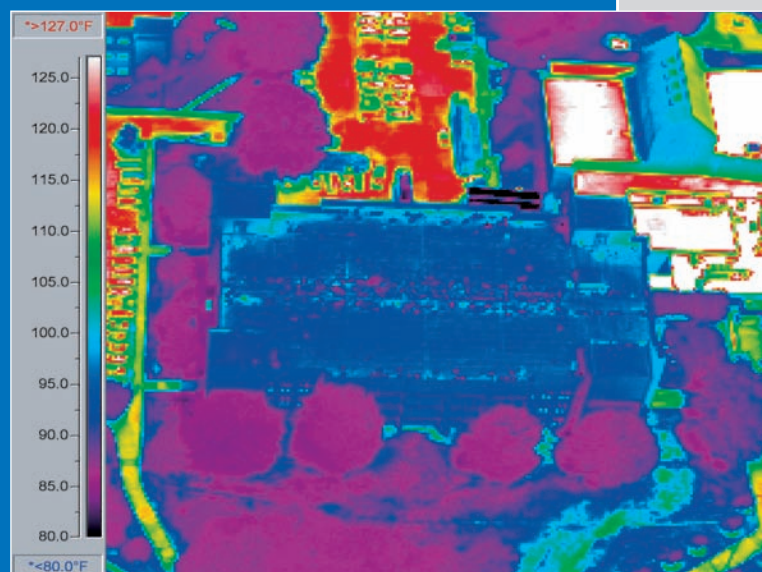
Duro-Last Cool Zone roofing systems meet these “cool roofing” standards for both reflectivity and emissivity:

- ENERGY STAR® Roof Product Program
- Cool Roof Rating Council
- Title 24 of California’s Energy Efficiency Standards for Residential and Non-residential Buildings

In addition, the energy savings of a Duro-Last Cool Zone roofing system are generated immediately and last for decades. Unlike some “garden” roof systems, there is no waiting for plants to grow, no weight concerns, and no ongoing maintenance. And unlike reflective coatings, the single-ply monolithic Duro-Last roofing system won’t crack, peel, or wear away. Our cool roof performance is the fast, easy, and cost-effective route to greater energy efficiency that lasts.



Energy



A Cool Zone roofing system helps keep the Boggs Chemistry Building at the Georgia Institute of Technology cool on a hot day.

Better for the Environment – Inside and Out



Environment



In addition to reducing energy use, the Duro-Last Cool Zone roofing system can minimize environmental impact in several ways:

- Our closed-loop manufacturing process recycles production scrap, reducing waste
- Because the roofing system is lightweight, less fuel is needed to transport it to the job site
- A high-reflectivity, high-emissivity Duro-Last Cool Zone system can decrease the effects of Urban Heat Islands and related urban air pollution
- The Duro-Last Cool Zone system can often be installed over an existing roof, reducing waste, landfill space, and disposal costs. If installation over the existing roof is not possible, Duro-Last offers a “Recycle Your Roof” program, which reduces disposal costs of PVC membrane tear-offs.
- At the end of its life as a roof, the Duro-Last Cool Zone roofing system can be recycled into other useful products such as specialty flooring (manufactured by Oscoda Plastics Inc., Duro-Last’s sister company) and other post-industrial applications

A Duro-Last Cool Zone roof can also contribute to better indoor air quality and occupant comfort. With optimized insulation and venting, it can help to keep buildings dry and relieve positive air pressure to keep indoor air cleaner.

Endurance That Passes the Test of Time



Endurance

If you’re looking for a roof that will last, consider our track record. More than one billion square feet of Duro-Last membrane have been installed throughout North America since the late 1970s – and many of our oldest roofs are still in service today.

What makes a Duro-Last Cool Zone roofing system so durable? Each roof we make is:

- Resistant to water, fire, chemicals, grease, and punctures
- Able to stand up to all types of weather – including high winds and temperature extremes over the long-term
- Virtually maintenance-free, unlike other roofing materials that may require regular patching and repairs
- Reinforced with a high-density weft-insertion scrim for exceptional strength and durability

Not only does a Duro-Last Cool Zone roof perform well over the years, it can actually help extend the useful life of other building components. By keeping moisture out while reflecting ultraviolet (UV) and infrared (IR) radiation, it can help to protect underlying insulation and the roofing substrate from deterioration.

Duro-Last protects commercial and industrial installations with a comprehensive 15-year full warranty or a 20-year prorated warranty. Both are transferable and both provide maximum protection, including coverage against consequential damages that result from defects in the Duro-Last material. And both warranties offer a feature that’s unique among roofing system manufacturers: they contain no exclusion for ponding water.

Cedar Point Breakers Hotel
Sandusky, Ohio
Installed January of 1987

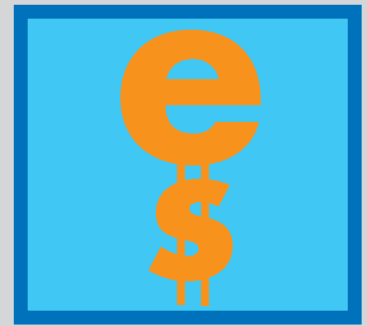


Better Economics over the Long Haul

While some types of roofing may have lower initial costs, the true costs of a roofing system are measured over its total life-cycle. These include roof longevity, maintenance and repair costs, energy savings, and tear-off and disposal costs.

A Duro-Last Cool Zone roofing system delivers excellent life-cycle economics. Key benefits include:

- Reduced installation costs through custom factory prefabrication
- Low maintenance and repair costs
- A standard warranty that provides protection from interior damage costs through leak-proof performance
- Savings incurred through reduced energy consumption, and related rebates or incentives



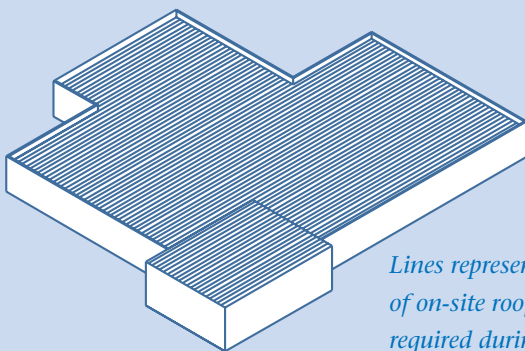
Economics

Expert Engineering Enables Long-Lasting, Money-Saving Performance

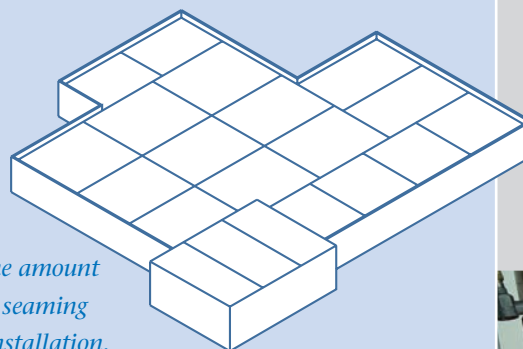
Every Duro-Last Cool Zone roof is designed to be a completely integrated system, prefabricated to the exact measurements of each building. Up to 85 percent of membrane seaming is completed in a factory-controlled environment. Plus, roof stacks, flashings, and edge details are also completed at the factory and shipped to the job site as part of the complete roofing system. The few remaining seams are then hot-air welded on-site by an approved contractor and inspected by a Duro-Last technical representative before a warranty is issued.

Thanks to the precision fabrication of Duro-Last roofing systems, installation is much faster and less disruptive than for a typical “roll-goods” roof. The installation process is quiet, with no noxious fumes or flames, so building occupants can continue with their regular routines.

**Typical “Roll-Goods”
Single-Ply System**



**Duro-Last
Roofing System**



Lines represent the amount of on-site rooftop seaming required during installation.

The exceptional performance of our lightweight system can often eliminate the need to tear-off the existing roof, saving hundreds, perhaps thousands of dollars in labor costs, and keeping truckloads of material out of landfills.

Long-Lasting,



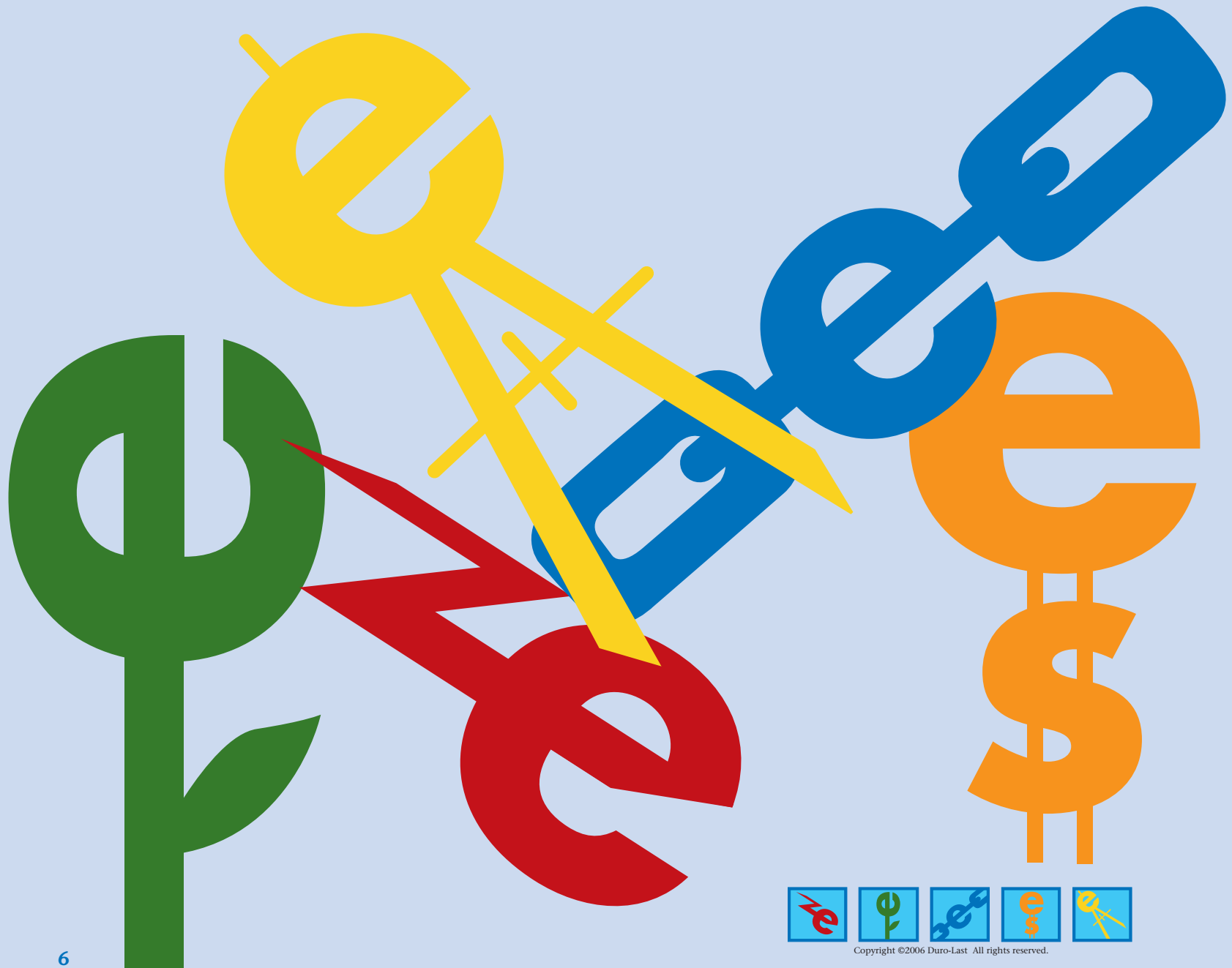
Engineering



When You Think Sustainability, Start at the Top

If you're looking for sustainable building solutions that meet long-term environmental standards, start with a high-performance Duro-Last Cool Zone roofing system. It offers much more than reflectivity and energy savings. It offers long-lasting, money-saving, and sustainable solutions for all your high-performance needs: Energy, Environment, Endurance, Economics, and Engineering.

If you want to know more about the Duro-Last Cool Zone roofing system, visit us at www.duro-last.com/coolzone or call us toll-free at **800-248-0280** today. You can also request our free brochure: How to Make Your Roofing Investment Pay Off. It offers a worksheet for calculating the life-cycle cost of your roofing system investment.



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