VENDOR CONTRACT

Between	Supreme Systems, Inc.				
	(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

- 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.
- 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 <u>ROOFING</u> 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.
- 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.

- <u>Contracts:</u> 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.
- <u>Promotion of Contract</u>: 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.
- <u>Daily Order Confirmation</u>: 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.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- <u>Back Ordered Products</u>: 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.

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:

xceptions:	

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information	1	Contact Info	rmation	Ship to Information
Bid Creator Email Phone Fax Bid Number Title Bid Type Issue Date Close Date Need by Date	Mr. David Mabe National Coordinator david.mabe@tips-usa.com +1 (903) 243-4759 +1 (866) 749-6674 2092415 Roofing RFP 07/01/2015 8/14/2015 3:00:00 PM CT	Address Contact Department Building Floor/Room Telephone Fax Email	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686 David Mabe, NationalCoordinator +1 (866) 839-8477 +1 (866) 839-8472 bids@tips-usa.com	Address Contact Department Building Floor/Room Telephone Fax Email
Supplier Inform	nation			
Company Address Contact Department Building Floor/Room Telephone Fax Email Submitted Total	Supreme Roofing 1355 North Walton Walker Blvd Dallas, TX 75211 1 (214) 3308913 1 (214) 3305435 8/6/2015 4:28:09 PM CT \$0.00			
Signature Lar	nce Harris		Email <u>lharris</u>	@supremeroofing.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?	Dallas
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?	Yes
14	Start Time	Average start time after receipt of customer order is working days?	21
15	Years Experience	Company years experience in this category?	28
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

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.)	Supreme Systems, Inc (DBA Supreme Roofing) is a commercial roofing company specializing in roof maintenance, new construction installations and Re-Roof projects. The systems we install are: TPO, EPDM and PVC Single ply systems and Modified Bitumen, Built Up Roofing and Standing Seam Metal Roofs.
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	Lance Harris
21	Primary Contact Title	Primary Contact Title	Chief Estimator
22	Primary Contact Email	Primary Contact Email	Iharris@supremeroofing.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2143308913
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2143305435
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	2142985489
26	Secondary Contact Name	Secondary Contact Name	Craig Rainey
27	Secondary Contact Title	Secondary Contact Title	Manager of Service Division
28	Secondary Contact Email	Secondary Contact Email	crainey@supremeroofing.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2142985484
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Lance Harris
33	2% Contact Email	2% Contact Email	Iharris@supremeroofing.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2143308913
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	Lance Harris
37	Purchase Order Contact Email	Purchase Order Contact Email	Iharris@supremeroofing.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2143308913
39	Company Website	Company Website (Format - www.company.com)	www.supremeroofing.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	
41	Primary Address	Primary Address	1355 North Walton Walker Blvd
42	Primary Address City	Primary Address City	Dallas
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX

Primary Address Zip Primary Address Zip 75211 Search Words: Please list search words to be posted in the TIPS roof replacement, commercial database about your company that TIPS website users roofing, roofing, retrofit, roof repair, might search. Words may be product names, roof maintenance, single ply roofing, manufacturers, or other words associated with the modified bitumen, Built Up Roofing, category of award. YOU MAY NOT LIST standing seam roofing, metal roofing NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) Do you wish to be eligible to participate in a TIPS contract No Yes - No 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.) _Month(s), ___ Year(s), or Term of Contract) (Standard 60 days Prices are guaranteed for? term is "Term of Contract")

Line Items		
	Response Total:	\$0.00

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:	Supreme Systems, Inc (DBA: Supreme	e Roofing Systems)
, ,	1355 N. Walton Walker Blvd	
Mailing Address:	Dallas	
City:	Dallas	
State:	Texas	
Zip:	75211	
Telephone Number:	(214) 330-8913	
Fax Number:	(214) 330-5435	
Email Address:	Iharris@supremeroofing.com	
0	Lance Harris	1
Printed Name: Position:	Chief Estimator	
honor the participation be grounds for termina	otal TERM of one year with the option of two and fee for any sales made based on the TIPS contact and will affect the award of the second seco	ntract. Failure to pay the fee will
Blend	le McNatt	9-24-15
TIPS Authorized Signat	ure	Date
Dav	id Wayne Fitts	9-24-15
Approved by Region V	III ESC	Date

References

** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.

Organization	<u>City</u>	<u>State</u>	Contact Name	Contact Phone	<u>Email</u>
Universtiy of Dallas	Dallas	TX	Jerry Haba	214.837.7822	jhaba@udallas.edu
City of Garland	Garland	TX	Ginny Holliday	972.205.2419	gholliday@garlandtx.com
Grand Prairie ISD	Grand Prairie	TX	Mark Steger	817.296.9011	m.steger@gpisd.org



SUPREME SYSTEMS, INC. TWO YEAR GUARANTEE

OWNER: (Name & Address)

PROJECT NAME: (Name & Address)

ADDRESS:

PROJECT NUMBER: (Supreme Systems, Inc. Project Number)

DATE OF COMPLETION: (date)
DATE OF EXPIRATION: (date)

ITEMS UNDER GUARANTEE: REPAIR/REPLACE ANY DEFECT, OR DEFICIENCY,

RELATED TO THE SUBCONTRACT AGREEMENT SCOPE OF

WORK FOR A PERIOD OF TWO (2) YEARS.

Supreme Systems Inc. ("Supreme") hereby warrants, subject to the terms and conditions set forth herein, that it will at no cost to Owner make all repairs to leaks which result from defects in workmanship by Supreme, which leaks occur within the **TWO YEAR** term of this guarantee. Supreme shall, within this period and during normal working hours, inspect and make emergency temporary repairs to stop leaks and make additional repairs within a reasonable time.

In order to meet the Manufacturer requirements outlined in this warranty, all request for leak repair service must first be made through the Manufacturer via phone <u>Manufacturer Name</u>, 123.456.7890 referencing warranty number. After first contacting the Manufacturer, then contact Supreme's Service Department and Supreme Systems, Inc. will confirm and process your leak request.

This guarantee is made under and subject to the following terms and conditions:

- 1. In order to obtain performance of any guarantee obligation, the Owner must first notify the Manufacturer of any repairs required under this guarantee. Notice may be given orally, but in order to pursue any claim that Supreme has not honored this guarantee, notification of a leak must be given to Supreme in writing at the address shown below promptly after a leak is experienced. Supreme shall make repairs as soon as practicable upon notification of reported defects and confirmation of the leak request through the Manufacturer.
- 2. Supreme will not be responsible for any leaks caused by (1) Acts of God; (2) structural elements of the building, including cracking, unusual movement, settlement, unusual deflection, deterioration and decomposition of walls, foundation or the roof deck; (3) faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the roofing work, unless such work was performed by Supreme; (4) service to or maintenance of any rooftop equipment or traffic of any nature on the roof; (5) abuse, misuse, accident or negligence by any person other than Supreme.

2-Year Guarantee (Project Name & Number)

3. Should Supreme's investigation reveal the cause of the leak(s) to be outside the scope of this guarantee, as outlined in paragraph2; all travel, investigation and repair cost for the service shall be paid by the Owner.

It is the Owner's responsibility to contact the appropriate contractor, in a timely manner, to make corrections to any condition that is found allowing water to pass into the roof system or structure which includes, but is not limited to the items/causes outlined in paragraph 2.

- 4. Supreme shall not be liable or responsible for any loss or damage resulting from the failure to perform the services as herein provided when such failure is caused by fire, flood, strike or any other cause which is unavoidable or beyond its control.
- 5. Nothing in this guarantee shall render Supreme liable in any respect for any damage to the Owner's building, or any contents thereof, or interruption of any business conducted in the building. It is the responsibility of the Owner to inspect ceilings and overhangs periodically for signs of leakage and to report promptly any such leakage.

SUPREME SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

- 6. This guarantee is intended solely for the benefit of the Owner named above and is not transferable or assignable by the Owner without the express written consent of Supreme.
- 7. This guarantee shall not become effective until all bills for installation, supplies, repairs, or service in connection with the roofing system covered by this guarantee have been paid in full.
- 8. Supreme's obligation to make repairs to leaks during the term of this guarantee is its sole and exclusive obligation to Owner. Supreme shall have no obligation with respect to the roof upon expiration of the guarantee period set forth above.

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

9. In the event the Owner fails to pay an invoice for services, including base bid, retainage and/or change orders, performed pursuant to paragraph 3 within 60 days, Supreme shall have no further obligation to perform any services hereunder and the Owner shall remain responsible for the payment of all invoices for work performed prior to the effective date of termination.

SUPREME SYSTEMS, INC.

By:		, (Officer)
Title:	(Name & Title)	







Supreme Roofing's Company-Owned Dallas Headquarters





About Us

Incorporated in 1987, Supreme Roofing Systems has grown to become the largest commercial roofing company in the Dallas/Fort Worth Metroplex. Nationally, we are consistently ranked among the top commercial roofers in the U.S.

Supreme can expedite any type of commercial roofing project, in addition to "servicing" the same roofing systems, which has been our mainstay. Our experience includes complex and intricate, award-winning projects that involve significant challenges in terms of safety, weather, accessibility, security and the protection of extremely sensitive and costly building contents.

We have installed more than 150 million square feet of roofing systems – the equivalent of approximately 3,000 football fields!

100% customer satisfaction is our goal for each project. Quality, control, on-time delivery and extreme safety measures increase our opportunity to make your roofing experience "Supreme."

27 > YEARS SUPREME 1987-2014

Why Supreme Roofing?

1. Experienced:

- Founded 1987
- Have managed countless projects that pose complex and intricate challenges.
- Field Operations Managers average more than 25 years of experience.

2. Superior Supervision of Every Project:

- Your project will never lack supervision.
- Up to 8 Supreme employees per project, ensure that the project is delivered on time, safely and for the price quoted.

3. Excellent Safety Ratings:

- 0.89 EMR (experience modifier rating) by NCCI (National Council on Compensation Insurance).
- 2.70 TRIR (OSHA rating for total recorded incidents).
- Employees receive over 7,800 hours of training per year.
- All OSHA and manufacturer training and certifications remain updated.
- Recorded training hours to protect you and your tenants.

4. High Bonding Capacity:

- Virtually unlimited bonding capacity.
- We provide certificate of insurance and bonding capacity from IMA.

5. Proven Track Record – On Time, On Budget:

- We have never been charged with liquidated damages.
- We have never missed a job completion date.
- Project Superintendents provide schedules and daily reports when applicable.

6. Satisfied Customers:

- Repeat customers and countless recommendations/testimonials.
- We have installed more than 150 million square feet of warranted roof systems.

27 ►YEARSSUPREME1987–2014

Roofing Services

- Re-Roofing
- Roof Repairs
- Emergency Service 365/24/7
- Roof Maintenance
- Roof Asset Management Program

- Restorations
- Coatings
- Sheet Metal/Architectural, Fabrication/Installation
- Waterproofing



The Supreme Roofing Service Department

Roofing Systems

- Built-up (BUR)
- Coatings
- Metal; Panels, Standing Seam, etc.
- Modified Bitumen; Cold, APP & SBS
- Shingles
- Single Ply; EPDM, PVC, TPO, etc.
- Tile





Service & Repairs

Supreme Roofing Systems started as a service business, and we pride ourselves on our trained, dedicated roof repair technicians.

- Certified to service ALL major manufacturers' warranted roofs
- When we say 24/7, we mean it! **800.571.8310**
- Our uniformed maintenance technicians are a separate
 Supreme team, so they are always on hand to provide round-the-clock support.
- We specialize in locating and repairing leaks and roof defects, with a focus on diagnosing and resolving situations quickly.
- We have specialized experience in Disaster Response services, provided across Texas and the U.S.
- Our technicians are authorized by all major roof manufacturers to service a roof – whether it's still under warranty or not.
- We provide warranty services for roofs that we did not install.
- Supreme Roofing Systems warranties all of its roofing repair and maintenance labor.

Roof Asset Management Program (RAMP)



Designed to cost-effectively manage your roof investment and guard your manufacturer's warranty.

- A manufacturer's warranty requires your roof to be inspected annually or semi-annually to keep the warranty in effect.
- Our reports differentiate between recommendations that affect your warranty and non-warrantied recommendations
 - Gain the knowledge to maintain roof without voiding warranty.
 - Defects (warranted items) become the responsibility of the manufacturer and can save the building owner significant money that can be reinvested in the maintenance of the building.
- Reports available in text form or online in electronic format.
- Digital photographs are provided with each report
- RAMP report can be tailored to each company's needs.
- Budget projections provided to assist building management in preparing for future expenditures and protecting the roof asset.
- The Supreme RAMP program is a cost-effective roof maintenance program that, in many cases, pays for itself.

A Neglected Roof





Approved Manufacturers

- AEP SPAN
- Berridge
- Carlisle
- Centria
- CertainTeed
- Copper Sales, Inc.
- Derbigum
- DOW
- Duro-Last Roofing, Inc.
- ER Systems
- Firestone Building Products
 Company
- GAF Materials Corporation
- Garland Co.
- GenFlex Roofing System
- Hyload
- IB Roofing Systems

- Johns Manville
- Loadmaster
- MBCI
- McElroy Metal
- PAC-CLAD Petersen Aluminum
- SafePro
- Seaman FiberTite Roofing Systems
- Sika Sarnafil
- Siplast
- Soprema
- Steelox Systems, Inc.
- Tamko Roofing Products
- Topcoat
- Tremco
- US Plv
- Versico



Industry Affiliations & Associations

- RoofConnect www.roofconnect.com
- NRCA (National Roofing Contractors Association) www.nrca.net
- NTRCA (North Texas Roofing Contractors Association)
 www.ntrca.com
- RCAT (Roofing Contractors Association of Texas)
 www.rooftex.com
- RCI, Inc. (Roofing Consultants Institute) www.rci-online.org
- NRLRC (National Roofing Legal Resource Center)
 www.nrlrc.net
- MRCA (Midwest Roofing Contractors Association) www.mrca.org
- CCRC (Cool Roof Rating Council) www.coolroofs.org
- The Roofing Industry Alliance for Progress www.roofingindustryalliance.net
- NRCA Political Insider Council (PIC) www.nrca.net
- RoofPac (NRCA political action committee) www.nrca.net

Project Photos



Children's Med. Ctr. - Dallas, TX.



The Crescent - Dallas, Texas



Children's Medical City - Dallas, TX.



Ben E. Keith - Ft. Worth, Texas



Corbell Elementary - Frisco, Texas



Victory Plaza - Dallas, Texas



Safety



At Supreme Roofing, safety is not a requirement, it's a commitment.

NCCI – Experience Modifier Rating (EMR) – Supremes rating = 0.89:

At Supreme Roofing Systems, safety is a priority and our outstanding experience modifier rating (EMR) of 0.89 proves that we have fewer claims, less incurred losses and infrequent severity of injuries than other companies in our industry. This report and rating system also proves that we cover all employees with worker's compensation insurance (WCI).

Considering the state of Texas does not mandate that roofing contractors carry worker's compensation, it is important to confirm that all employees on your roof are covered by workers compensation insurance. Many larger corporations are requiring that their contractors meet minimum EMR standards and Supremes' experience modifier rating is among the lowest in the roofing industry.

TRIR Rating:

This is an O.S.H.A. rating for total recordable incident rate (s). Again, many larger corporations are requiring their contractors to meet stricter standards in an effort to promote and ensure safety. Supremes TRIR of 2.70 is not only exceptional, it meets the strictest standards.

Additional Safety Information:

All Foreman and Superintendents have completed the O.S.H.A. 30 hour training, who in turn share their knowledge with our field employees.

When contracting with Supreme Roofing, a preconstruction meeting is held to address every aspect of the project and safety is a primary topic. In many cases a site specific safety plan is submitted to the Owner's Representative.

While many roofing contractors subcontract labor for their projects, **Supreme uses our own employees – trained by Supreme and insured by Supreme.**







Insurance/ Protecting Your Assets



PROTECTING THE CUSTOMER AND THEIR ASSETS FROM WORKERS COMPENSATION LAWSUITS

The insurance industry has changed dramatically during the past few years. Homeowners, vehicle and health insurance have risen to great proportions. The construction industry is no different. With rising insurance costs, many contractors have chosen to reduce or alleviate workers compensation which is allowed under Texas state law. A percentage of companies have attempted to circumvent insurance requirements by insuring their office workers, yet offer no protection for their personnel in the field (on the roof in this case) which are at the greatest risk.

It is imperative that the building owner or manager request an NCCI form from the contractor. The information contained within will show actual payroll dollars paid for each type of trade. This info is provided to the insurance carrier for use in their yearly audit of firms to set premium charges. The NCCI stands for National Council on Compensation Insurance, Inc. and is an independent firm which performs this service. The smart buyer will look at code 5551 and see the dollars paid for roofing classifications and can back into the answer of whether the company is paying wages and reporting them or not. Typically labor is about 25 - 30% of the cost of sales. If a company will provide a financial statement for the roofing portion of their sales, approximately 25% of the total volume should be what you see on the NCCI form under the code 5551. If there are discrepancies, please ask why. They could subcontract all work or have the field workers sign independent contractor forms which excludes workers from compensation coverage. This exposes customers to unwanted liability.

Supreme Roofing - NCCI Form YEARS SUPREME

WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: SUPREME SYSTEMS INC

Risk ID: 420002793

Rating Effective Date: 05/01/2015

Production Date: 04/28/2015

State: TEXAS

State	Wt	Exp Exc Losse		Expecte Losses				ses	Ballast	Act Inc Losse		es Act Prim Losses				
TX-A	.39 243,924 3		316	5,553	72	2,629	266,8	376	30,9	33	307,81	3	40,937			
тх-в	.39		1,268			647 379		0	30,9	30,933		0	0			
TX-C	.39		4,699	ϵ	6,102		2 1,403		1,403		0	30,9	33		0	0
TX-F	.39		1,831	2	2,379		548		0	30,9	33		0	0		
TX-G	.39		12,488	16	,215	3	3,727		0	30,9	33		0	0		
ТХ-Н	.39		2,597	3	3,372		775		0	30,9	33		0	0		
TX-I	.39		5,859	7	,605	1	,746		0	30,9	33		0	0		
TX-M	.39		480		622		142		0	30,9	33		0	0		
(A) (B) Wt	(C) Exp Losses			pected ises		Exp Prim .osses		Sses (H - I)	((G) Ballast	(H) Act Inc Losses	1	l) Act Prim Losses		
.39		273,146		354,495		81,349		266,876		30,933		307,813		40,937		

	Primary Losses	Stabilizir	ng Value	Ratable Excess	Totals
	(1)	C * (1 - A) + G	*(1 - A) + G (A) *(F)		(J)
Actual	40,937	197,	552	104,082	342,571
	(E)	C*(1-A)+G		(A) * (C)	(K)
Expected	81,349	197,	552	106,527	385,428
	ARAP	FLARAP	SARAP	MAARAP	Exp Mod
200					(J) / (K)
Factors					.89

REVISED RATING
REVISED RATING TO INCLUDE UPDATED DATA FOR: TX, POL. #: WC00002117, EFF.: 05/01/2013

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Insurance/ Protecting Your Assets



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RODUC					CONTACT Gregg \ NAME: Gregg \ PHONE (A/C, No, Ext): 972-23	31-8277	FAX (A/C. No):	972-231-82	291
	TX 75234				E-MAIL ADDRESS: brianneh	@indinsgrp.	com		
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×	COMMERCIAL GENERAL LIABILITY	Υ	Υ	85320507	5/1/2015	5/1/2016	EACH OCCURRENCE	\$1,000,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
X	X,C,U Included						MED EXP (Any one person)	\$5,000	
							PERSONAL & ADV INJURY	\$1,000,000	
GE	EN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$2,000,000	
X							COMBINED SINGLE LIMIT	S	
-	TOMOBILE LIABILITY	Y	Y	85320507	5/1/2015	5/1/2016	(Ea accident)	\$1,000,000	
×							BODILY INJURY (Per person)	s	
	ALLOWNED SCHEDULED AUTOS NON-OWNED						BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	S	
×	HIRED AUTOS X AUTOS						(Per accident)	S	
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-	DED X RETENTION \$N/A						AGGREGATE	\$5,000,000	
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	Dallas TX 75211				AUTHORIZED REPRESENTATIVE Alla Sparks				

ACORD 25 (2014/01)

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1355 North Walton Walker Dallas, Texas 75211 214.330.8913

www.supremeroofing.com

www.facebook.com/supremeroofing www.twitter.com/supremeroof

Re: Supreme Systems, Inc.

To Whom It May Concern:

This letter is to confirm that Supreme Systems, Inc. has a current single bonding capacity in the mid seven figure range and an aggregate bonding capacity in the low 8 figure range with Great American Insurance Company of New York which has an A.M. Best rating of A. Supreme Systems, Inc. has been with Great American Insurance Company of New York since 1990.

Based on contract documents satisfactory to Supreme Systems, Inc. and the Surety, we are prepared to execute 100% individual industry standard performance and payment bonds when requested. As always, any specific commitment to the bond would be predicated upon Supreme Systems, Inc. continuing to comply with all basic surety underwriting conditions and standards and a satisfactory review of all contract terms, conditions and financing.

This letter is solely a confirmation of Supreme Systems, Inc.'s bonding capacity, issued at their request. It is not a bid bond or an assumption of liability.

In our opinion, Supreme Systems, Inc. is one the finest, best managed construction firms in the industry. Supreme Systems, Inc. has handled each of its projects in a professional manner and completed all work satisfactorily. We hope the above demonstrates our utmost confidence in Supreme Systems, Inc. We anticipate no problems in providing the necessary Performance and Payment bonds for the referenced project.

Please contact our office if you have any questions or need any additional information. Thank you.

Best regards,

Great American Insurance Company of New York

Darrin J. Weber, CPA, CIC, CRM

Ham Jukle

Managing Partner