

# VENDOR CONTRACT

Between W n l 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 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

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

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

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



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

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

## Supplier Information

Company WnR Inc  
 Address 4402 Buena Vista Lane  
 McKinney, TX 75070

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (972) 741 9770  
 Fax 1 (214) 842 4181  
 Email  
 Submitted 7/30/2015 2:34:17 PM CT  
 Total \$0.00

Signature Kimberly Jayne May

Email kimberlymay@wnrinc.net

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

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.)	WnR Inc is a woman owned DBE, HUB, WBE certified commercial roofing contractor. WnR Inc offers a most reliable, competitively priced, one stop solution for all your roofing needs. WnR Inc specializes in Energy Star Rated products including a full line of fluid applied waterproofing membranes and single ply membrane options as well as shingle roofing for commercial projects. WnR Inc's satisfied customer base includes state and local government agencies as well as large multi-national corporations and building owners. Our attention to project specific conditions and successful interface with architects, consultants and project managers sets us apart.
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	Kimberly May
21	Primary Contact Title	Primary Contact Title	President
22	Primary Contact Email	Primary Contact Email	kimberlymay@wnrinc.net
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9727419770
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2148424181
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9727419770
26	Secondary Contact Name	Secondary Contact Name	Andrew May
27	Secondary Contact Title	Secondary Contact Title	CFO
28	Secondary Contact Email	Secondary Contact Email	andrewmay@wnrinc.net
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9727427325
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	2148424181
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9727427325
32	2% Contact Name	2% Contact Name	Kimberly May
33	2% Contact Email	2% Contact Email	kimberlymay@wnrinc.net
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9727419770
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	Kimberly May
37	Purchase Order Contact Email	Purchase Order Contact Email	kimberlymay@wnrinc.net
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9727419770
39	Company Website	Company Website (Format - www.company.com)	www.wnrinc.net

40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2554119
41	Primary Address	Primary Address	4402 Buena Vista Ln
42	Primary Address City	Primary Address City	McKinney
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
44	Primary Address Zip	Primary Address Zip	75070
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.)	RMI Roofmart Coating Liquid Roof Liquid Roofing Liquid Rubber Waterproof Waterproofing Vapor Barrier Seamless Roof Roofing Rooftop Urethane Polyurethane Low Perm ASTM E96 Membrane Fluid Applied Membrane Commercial Roof Commercial Roofing PVC TPO EPDM BUR Modified Bitumen Roof Materials Roofing Materials Metal Roof Prime Foam SPF Spray Foam Acrylic Repair Construction Installation Elastomeric Roof Coating Silicone Roof Coating Urethane Roof Coating Polyurea Roof Coating Roof Insulation Rigid Insulation Coal Tar Roofing Felts Roof demolition Roof Repair Base Sheets Interply Sheets Counterflashing Deck pavers Roof ballast Gravel roofs Smooth roofs

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 of Contract term is "Term of Contract")



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Line Items

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Response Total: \$0.00

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## 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: WnR Inc  
Mailing Address: 4402 Buena Vista Ln  
City: McKinney  
State: TX  
Zip: 75070  
Telephone Number: 972-741-9770  
Fax Number: 214-842-4181  
Email Address: KimberlyMay@WnRinc.net  
Authorized Signature: [Signature]  
Printed Name: Kimberly J. May  
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.

Blenda McMatt 9-24-15  
TIPS Authorized Signature Date

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

<b>References</b>
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**\*\* 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
University of North Texas	Denton	Texas	Sharon Kirkpatrick	940-891-6758
Corvias Military Housing	Fort Riley	Kansas	Shawn Cheever	785-717-2220
POHL - Rec Center	Denton	Texas	Richard Allen	972-571-8486



## WNR Inc. Warranty

“WnR provides individual warranties based upon project specific requirements and limitations of its issued insurance coverage.

On publically funded projects, this is supplementary to or as part of the manufacturer’s warranty or published contract documents.

If no stated contractor warranty requirements exist, WnR will provide a labor/workmanship warranty as required by the state in which the project is located”

Thank you.

A handwritten signature in black ink, appearing to read "Kimberly May", is written over a thin horizontal line.

Kimberly May

President



# Disadvantaged Business Enterprise Certification



WnR, Inc.

has filed with the Agency an Affidavit as defined 49 CFR Part 26 and is hereby certified to provide service(s)  
in the following areas:

**NAICS-238160: Roofing Contractors**

This Certification commences July 16, 2015 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Administrator

Issued Date: July, 2015  
CERTIFICATION NO. WFDB75930Y0716



# Small Business Enterprise Certification



WnR, Inc.

has filed with the Agency an Affidavit as defined 49 CFR Part 26 and received DBE Certification and is hereby certified as a SBE to provide service(s) in the following areas:

**NAICS-238160: Roofing Contractors**

This Certification commences July 16, 2015 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: July, 2016

Issued Date: July, 2015

CERTIFICATION NO. WFDB75930Y0716

Certification Administrator



hereby grants

# National Women's Business Enterprise Certification

to

## WnR, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by  
Women's Business Council – Southwest, a WBENC Regional Partner Organization.

Authorized by Debbie Hurst, President,  
Women's Business Council – Southwest



Expiration Date: 08/31/2015  
WBENC National Certificate Number: 2005108733

NAICS Codes: 238160, 444190

UNSPSC Codes: 72152601, 72153200, 30151500





# Women-Owned Business Enterprise Certification



WnR, Inc.

has filed with the Agency an Affidavit as defined 49 CFR Part 26 and received DBE Certification and is hereby certified as a SBE to provide service(s) in the following areas:

**NAICS-238160: Roofing Contractors**

This Certification commences July 16, 2015 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: July, 2016

Issued Date: July, 2015

CERTIFICATION NO. WFDB75930Y0716

Certification Administrator





**Company Overview:**

WnR Inc is a 100% woman-owned commercial roofing company which was established in 2005 with little in the bank but lots of hopes and dreams. In January 2009 WnR Inc. was named Picerne Military Housing Construction Partner of The Month and in 2010 finished #428 on INC Magazine's Top 500 Fastest Growing Company List. WnR Inc. continues to provide our customers the opportunity to purchase quality products and services with absolute confidence that they will receive the best solution for all their roofing needs.

**Core Competencies:**

- Roof—warrantied systems
- Roofing repair
- Skylights
- Metal roofing
- Gutter/downspout
- Fluid applied single ply

**Differentiators:**

- Roof evaluations
- Condition specific evaluations
- In-house 3rd party consultants
- Custom Design Build (scope of work, CSI specs, detail drawings)

**Clients:**

- Wal-Mart
- University of North Texas
- Masco
- Air Liquide
- Rockwall Steel
- Madix
- Trinity Industries
- Corvias/Picerne MH

**Diversity Certificates:**

- WBE - #2005108733
- NCTRCA - DBE - #WFDB62143Y0615
- HUB - #1752554119300



**General Information:**

- 4402 Buena Vista lane
- McKinney TX 75070
- 972-741-9770
- Website - www.wnrinc.net
- President - Kimberly May
- Email: kimberlymay@wnrinc.net
- NAICS Codes: 238160, 444190
- SIC Codes: 1761, 5033
- DUNS Number: 604234984
- Fully Insured
- Bondable
- Executive team has combined 40+ years of experience
- Employees are OSHA Certified or off duty fireman or both



## **Statement of Qualifications**

4402 Buena Vista Ln  
McKinney, TX 75070  
972-741-9770 - Office  
www.wnrinc.net

### **DBE, HUB and WBE Certified Commercial Roofing Contractor and Material Supplier**

#### **INC Magazine Top 500**

WnR Inc. finished #428 in INC Magazine's Top 500 Fastest Growing Company List for 2010

#### **Certified Historically Underutilized Business (HUB) by the State of Texas**

Certification Number: 1752554119300  
Expiration Date: 20-July-2017

#### **Women's Business Enterprise - WBE**

Certification Number: 2005108733  
Expiration Date: 08/31/2015

#### **NCTRCA - DBE**

Certification Number: WFDB35753N1108  
Expiration Date: 4/2015 -

#### **SIC and NAICS CODES**

SIC Codes: 1761, 5033  
NAICS Codes: 238160, 444190

#### **TIPS and Taps Purchasing Co-op Vendor**

Contract Number - 5092712

**DUNS Number: Available upon request**

**NTRCA - Member since 2007**

**Texas Construction Association - Member since 2008**

## Services and Products:

**Services:** Fluid applied single ply, coatings, Shingles, Metal, Modified and Single-Ply TPO.  
**Products:** Roofing materials

## Picerne Military Housing Construction Partner of The Month:

WnR Inc. was voted unanimously as the Partner of the Month. It is hard to run a job this big with all the contractor's issues that we come across on a daily basis. When we see a company that takes the time to put the systems, management and employees in place to manage, quality control, and keep to the schedule it is extremely beneficial to us. For that reason we nominated WnR Inc. as Picerne Military Housing's Construction Partner of the Month. We appreciate everything that Robert and the crew are doing here on a daily basis to follow our schedule, maintain the quality and follow our safety program. Again thank you for everything that WnR Inc. has put in place to help us do our job.

*Kelly Karl, Senior Superintendent, Picerne Military Housing*

## Project References:

University of North Texas  
Sharon Kirkpatrick (940) 891-6758  
Project Value: \$104,000 Completed: 2011  
Project Value \$55,005 Completed 2012  
Project Value \$172,445.00 Completed 2014  
Project Value \$ 88,595.00 Completed 2014  
Project Value: \$98,000.00 Completed: 2009  
Various additional projects: 2006-2015

Corvias Military Housing  
Shawn Cheever - 785-717-2205  
5 million plus - 10 year - multi million dollar project 2008-2018

Quality Doors/ Masco  
Roger Hardy - 972-670-8493  
Various projects thru out 2008 - 2015

Wal-Mart  
Multiple Projects 2009 - current  
Value - 1 million plus

Madix  
Harvey Chitty - 214-728-0719  
Various projects 2005-2015

**WnR Inc. has additional Corporate Customers whom for various reasons do not want to be contacted at this time, this list includes: Wal-Mart, American Airlines, Oncor Electric, Burger King, Uncle Bob's Storage, Trinity Industries, AEP Power Plant.**

## **Professional Associates:**

**ARDG (Roofing Consultants)**  
**Dennis Delby (805) 473-5860**

**Loeb Architects**  
**Zelma Loeb (281)703-1362**

**Lingle Engineers**  
**Brian Lingle - (214)-906-8092**

**Castro Roofing - Buy Board members**  
**AJ Rodriguez - (214)-381-8108**

**Roofmart International**  
**Robert Carillo - 800-345-1439**

## **Insurance Qualifications:**

### **Insurance:**

General Liability, Workers Compensation, and Automotive all carried.  
(exact limits will be given upon request) .

### **Bonding Limit:**

available from agent (Southwest Assurance Group)

### **Agent:**

Southwest Assurance Group  
Steve Zinecker - (817)-329-7007

## **Safety Consultant:**

### **David Consider - Safety Consultant**

OSHA Construction Outreach Instructor  
OSHA General Industry Outreach Instructor  
MSHA (Mine Safety and Health Administration) Instructor  
Master of Science in Safety Management

### **OSHA Certification for all Key Employees**

## **Additional Information:**

- WnR Inc. has been fully operational since March, 2005. The company itself is almost 8 years old and the Management team has over 20 years of full time experience in the Industry.
- WnR Inc.'s management not only has long term experience but also consults on a regular basis with industry leaders who provide the knowledge and wisdom gained from 20 to 45 years of experience.
- WnR Inc. provides quality installers and applicators with a minimum of five years experience.
- WnR Inc. service division stands behind its products and services by providing fully warranted systems.
- WnR Inc. is a HUB, WBE & DBE Vendor whose goal is to provide our customers the opportunity to purchase quality products from a HUB, WBE & DBE certified company with absolute confidence that the customer will receive a quality product and service while allowing them to meet their subcontracting goals.

## Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number:	1752554119300
File/Vendor Number:	044261
Approval Date:	12-JUN-2013
Scheduled Expiration Date:	12-JUN-2017

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

### **WNR, INC.**

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 14-JUN-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Paul Gibson, Statewide HUB Program Manager  
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

# SOUTHWEST ASSURANCE GROUP, INC.

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K & S GROUP, member

July 27, 2015

The Interlocal Purchasing System  
4845 Highway 271 North,  
Pittsburg, TX, 75686

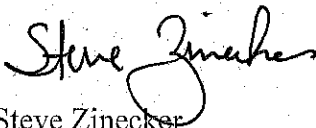
Re: WNR, Inc.

Ladies and Gentlemen:

WNR, Inc. has been a customer of our agency since 2006. WNR's surety is SureTec Insurance Company, which is rated A (Excellent) VII by AM Best. We have experienced no problems on any of our bonded projects, which have ranged into the mid-six figures. Any arrangement for performance and performance bonds is a matter between the contractor and the surety and we assume no liability to third parties or to you if for any reason we do not execute said bond or bonds.

Kimberly May and Andrew May run WNR in a professional manner and we recommend them without hesitation. Please contact me at (817) 329-7007 if you have any questions.

Regards,



Steve Zinecker

cc Kimberly May, WNR, Inc.